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TWENTY-THIRD ANNUAL REPORT

OF THE

INTERSTATE COMMERCE
COMMISSION

DECEMBER 21, 1909



WASHINGTON

GOVERNMENT PRINTING OFFICE

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THE INTERSTATE COMMERCE COMMISSION

MARTIN A. KNAPP, of New York.
JUDSON C. CLEMENTS, of Georgia.
CHARLES A. PROUTY, of Vermont.
FRANCIS M. COCKRELL, of Missouri.
FRANKLIN K. LANE, of California.
EDGAR E. CLARK, of Iowa.
JAMES S. HARLAN, of Illinois.
EDWARD A. MOSELEY, Secretary.

CONTENTS.

	Page.
Railway earnings.....	3
Work of the Commission.....	3
Amendments to the act.....	5
Physical valuation of railways.....	6
Prevention of advances of rates pending investigation.....	6
Through routes.....	7
Right to route traffic.....	7
Orders in proceedings instituted by the Commission.....	8
Control of capitalization.....	8
General regulations relating to movement of traffic.....	9
Rate schedules and application of rates.....	10
Uniform demurrage rules.....	13
Division of prosecutions.....	15
Indictments returned since December 1, 1908.....	19
Prosecutions concluded since December 1, 1908.....	21
Digest of decisions in criminal cases.....	24
Suits by carriers to annul orders of the Commission.....	28
Georges Creek coal case.....	29
Hecker-Jones-Jewell case.....	30
Terminal charge case.....	31
Burnham-Hanna-Munger case.....	33
Portland Gateway case.....	36
Safety appliances.....	40
Railway accidents.....	48
Block signal and train control board.....	50
Hours of service law.....	51
Statistics and accounts.....	53
Division of statistics.....	53
Division of accounts.....	57
Special docket claims.....	58
Statistical report for year ending June 30, 1908.....	60
Mileage.....	60
Equipment.....	61
Employees.....	62
Capitalization of railway property.....	62
Public service of railways.....	63
Revenues and expenses.....	64
Statistics of accidents.....	66
National association of railway commissioners.....	67

APPENDICES.

A. Names and compensation of all employees, together with a statement of appropriation and expenditures.....	69
B. Points decided by the Commission during the year.....	97
C. Court decisions during the year.....	181
D. Safety appliances.....	191
E. Report of block signal and train control board.....	201
F. Informal reparation claims allowed.....	219

REPORT

OF THE

INTERSTATE COMMERCE COMMISSION.

WASHINGTON, D. C.,
December 21, 1909.

To the Senate and House of Representatives:

The Interstate Commerce Commission has the honor to submit its twenty-third annual report for the consideration of the Congress.

RAILWAY EARNINGS.

During the last two fiscal years the accounts of carriers subject to the act have been kept in accordance with the rules and regulations prescribed by the Commission, and the financial results of their operations are summarized in the following comparative statements, compiled from monthly reports for 1909, which restate 1908 returns and cover data for some carriers not represented in corresponding figures for 1908 shown in the Commission's twenty-second annual report:

	Operating revenues.	Operating ex- penses.	Taxes.	Operating income.
1908	\$2,461,521,345	\$1,721,327,155	\$83,775,869	\$656,418,321
1909	2,494,115,589	1,662,102,172	89,026,226	742,987,191

Reduced to a mileage basis—the average number of miles operated in 1908 being 228,164.80 and in 1909, 233,002.67, an increase of 4,837.87 miles—the average per mile of line shows the following comparison:

	Operating revenues.	Operating expenses.	Taxes.	Operating income.
1908	\$10,788	\$7,544	\$367	\$2,877
1909	10,704	7,133	382	3,189

WORK OF THE COMMISSION.

The work of the Commission during the past year has been of the same general character and conducted along the same general lines as in the two years preceding. A considerable portion of time and

much consideration continue to be given to the administrative interpretation of the act for the guidance of shippers and carriers. Numerous questions as to the meaning and application of various provisions of the statute are submitted from time to time in correspondence and personal interviews. Many of these questions are of great practical importance and not a few of them difficult of solution. It is the policy of the Commission to answer all proper inquiries of this kind with an indication of its views upon the points presented. If a given question relates to matters of common interest or frequent occurrence the official opinion is usually announced in conference rulings, tariff circulars, and the like, which are thereupon printed and distributed for general information. In most instances these rulings have been accepted as correct expositions of the law and subsequent practices brought into conformity therewith. By this means a comprehensive code of rules is in process of development, the observance of which operates with increasing influence to promote just and impartial conduct. Moreover, the rules so promulgated have the highly beneficial effect of avoiding a multitude of contentions which otherwise would come to the Commission in the form of individual complaints. This method of administration, which aims to prevent uncertainty and dispute by an authoritative construction of the act, appears to be regarded with special favor, and it is believed that the efforts of the Commission in this direction are of distinct and permanent value.

In subsequent pages of this report will be found statements more or less in detail respecting the operations of the several bureaus or divisions established for the purpose of discharging the duties imposed upon the Commission. It may fairly be said that the Commission has been able to keep abreast of the current work involved in the hearing and determination of complaints, general correspondence, and the enforcement of the safety-appliance and kindred laws, and that encouraging progress has been made toward the accomplishment of important reforms directed or authorized by the amendments of 1906, such as the formulation of a uniform accounting system for carriers by railroad and of rules intended to secure the simplification of tariff construction.

Since our last report to the Congress the Commission has decided 591 cases instituted by formal complaint and answer, and 197 such cases have been disposed of in other ways, such as by stipulation of the parties for dismissal or motion of the complainant for discontinuance. Thus a total of 788 formal cases have been removed from the Commission's docket during the year. A digest of the matters decided by the Commission in important cases will be printed in an appendix to this report.

During the same period 1,097 formal proceedings have been instituted, 1,090 upon complaint and answer and 7 by the Commission upon its own motion. On July 2, 1909, the Commission adopted a rule providing for the consolidation under one docket number of all cases involving substantially the same subject-matter. Had that rule been in force during the entire year, the number of formal complaints would have been reduced by 387, and the number of cases disposed of would approximately equal the number added to the Commission's docket. More than half of the formal complaints now pending involve only claims for small amounts of reparation. Having reference to the number of proceedings instituted and their importance, the work now in hand appears to be somewhat less, and is certainly not greater, than it was a year ago, although the actual number of complaints filed in 1909 is 98 per cent greater than the number filed in 1908.

The number of informal complaints made the subject of correspondence between the Commission and interested carriers shows a slight decrease for 1909 as compared with 1908, 4,640 such complaints having been received during the latter and 4,435 during the former year. On the other hand, the number of special reparation claims filed in 1909 exceeds the number filed in 1908 by 717, the number for the last year being 4,406 and for the previous year 3,789. A more detailed statement respecting the special reparation docket will be found in the chapter relating to the Bureau of Statistics and Accounts.

Six hundred and one hearings and investigations respecting alleged violations of the act have been had at sessions of the Commission in Washington and at various places throughout the country, at which more than 61,000 pages of testimony were taken. It will be recalled that the Hepburn law authorizes the Commission to appoint special examiners to take testimony, and a number of these examiners are constantly employed. In view of the large number of cases on the Commission's docket, it is impracticable for the Commissioners to take testimony in many cases except those of general importance. In cases of secondary importance the evidence is generally presented before one of the examiners, but the parties are always permitted to argue their cases orally before the Commission in Washington, or to submit them on briefs if they do not desire to appear in person. The economy of time effected by this procedure has enabled the Commission to dispose of complaints with reasonable dispatch.

AMENDMENTS TO THE ACT.

The experience of the past year confirms our conviction that certain amendments are necessary to enable the Commission to more

fully accomplish the purposes of the act. Most of these amendments have been referred to in previous reports, and it seems unnecessary to repeat at this time the reasons upon which our recommendations are based; but we deem it our duty to keep this matter before the Congress by restating the recommendations themselves.

PHYSICAL VALUATION OF RAILWAYS.

There is, in our opinion, urgent need of a physical valuation of the interstate railways of this country. In the so-called "Spokane case" the engineers of the Northern Pacific and Great Northern railways estimated the cost of reproducing those properties in the spring of 1907. In the trial of pending suits brought by the above companies to enjoin certain rates upon lumber which the Commission had established from the Pacific coast to eastern destinations, these same engineers have again estimated the cost of reproduction in 1909. The estimates of the latter year exceed the estimates for 1907 by over 25 per cent.

There is no way by which the Government can properly meet this testimony. Even assuming that the valuation of our railways would be of no assistance to this Commission in establishing reasonable rates, it is still necessary, if those rates are to be successfully defended when attacked by the carriers, that some means be furnished by which, within reasonable limits, a value can be established which shall be binding upon the courts and the Commission.

PREVENTION OF ADVANCES IN RATES PENDING INVESTIGATION.

It seems plain to us also that some method should be provided by which railroads can be prevented from advancing their rates or changing their regulations and practices to the disadvantage of the shipper, pending an investigation into the reasonableness of the proposed change. The confusion and discrimination which result from present conditions have been carefully pointed out in our last two reports.

It is said that the shipper who pays an unreasonable rate can, if that rate be finally adjudged excessive, recover the overplus which he has paid. But this in no respect meets the situation. The shipper most injured is the one who can not pay the rate and take the chance of recovery, and who, therefore, may be forced out of business; the producer, or the consumer, who does not pay the rate at all in the first instance, and consequently has no recourse, is the real sufferer.

Nothing can be more fallacious than to assume that damages are in most instances a remedy for the extortion of an unreasonable rate; nor, if it should be finally held that courts have authority to prohibit advances, are the injured parties in most cases able to conduct

an expensive litigation and file the enormous bonds which are necessary to the obtaining of an injunction.

There is no absolute standard of a reasonable freight rate, and there is, therefore, no absolute right upon the part of a railroad to charge a particular rate. Where a given rate has been in effect, often for years, a strong presumption of its reasonableness arises, and there is no hardship in giving this Commission authority, in its sound discretion, to require a continuance of that rate until opportunity has been afforded to investigate the proposed advance.

THROUGH ROUTES.

This Commission now has authority to establish a through route and joint rate "provided no reasonable or satisfactory through route exists." Elsewhere in this report, in connection with a reference to the Portland Gateway case, it is suggested that this proviso should be eliminated with respect to passenger travel at least; and, in our opinion, it should be stricken out as to freight traffic also. While it may usually be true that a shipper can use without disadvantage the existing route, if that be a reasonable one, still there are cases where additional joint rates ought to be established, notwithstanding that the route already in existence may fairly be termed reasonable and satisfactory. Railroads ought not to be required to turn over their business to a competitor; but we think the Commission should have authority to establish through routes and joint rates wherever, upon investigation, it is found that the public necessity and convenience, having due reference to the interests of the carrier, require such action.

RIGHT TO ROUTE TRAFFIC.

Of much the same character is the right to route traffic. The courts now hold, apparently, that carriers have this right, or at least that they may reserve it in their tariffs and may therefore, as a practical matter, exercise it at will.

Ordinarily it is immaterial to a shipper by what route his traffic moves, if it reaches its destination in due time, upon a proper rate and with the desired delivery. In such cases there is no apparent reason why the railroad ought not to be permitted to send that traffic by whatever route it may elect. There are, however, circumstances under which the privilege of designating the route by which the traffic shall move is a matter of convenience as well as value to the shipper, and under such circumstances his right ought to be protected. In our opinion the Commission should have authority, after investigation, to prescribe the conditions under which traffic may be routed by the shipper.

ORDERS IN PROCEEDINGS INSTITUTED BY THE COMMISSION.

Section 13 of the original act, after enumerating the different parties who might complain to the Commission, provided that the Commission itself might "institute any inquiry on its own motion in the same manner and to the same effect as though complaint had been made." Under this provision the Commission, previous to the Hepburn amendment, frequently instituted proceedings for the correction of unreasonable rates and practices.

The thirteenth section stands the same now as formerly. Section 15 as amended empowers the Commission to make orders "after full hearing upon a complaint made as provided in section 13 of this act." Can the Commission to-day make an order under the fifteenth section in a proceeding instituted upon its own motion under section 13? The Commission has in one or two instances exercised this authority, but the right is by no means certain, and we feel strongly that this doubt should be removed by appropriate amendment. If this body is to be relied upon to correct unreasonable railway rates, regulations, and practices, instances must frequently arise in which no formal complaint will be filed, but where investigations ought to be had and orders made. Our experience shows that it will often be necessary to broaden the scope of complaints which are filed and prosecuted if justice is to be done between different communities. We believe that wherever it appears, either from a formal complaint filed or from informal complaint received or from the general knowledge of the Commission, that a given situation ought to be investigated the Commission should have authority, upon its own motion or by modifying a complaint already filed, to prosecute an adequate inquiry upon notice to the carrier and to make a relieving order if one be required.

CONTROL OF CAPITALIZATION.

The need of exercising control over railway capitalization is again urged upon the attention of the Congress. Upon this subject, constantly increasing in importance, we can not better express our views than by quoting the following from our last annual report:

The problem of railway valuation touches the figure which should be allowed as a measure of the corporate investment placed at the service of the public; the problem of railway capitalization, on the other hand, as that word has come to be understood, pertains to the amount of securities that should be issued by a corporation and distributed to investors as the evidence and measure of their respective interests. What interest, if any, has the public in the amount and the kinds of securities issued by public service corporations?

The reasonable limit of stock and bond issues from the point of view of sound corporation finance is plain. No conservative management will increase securities beyond the ability of assured earnings to support the increased

interest charges or dividend payments. To go beyond this would be to enter the domain of speculation. There may be cases in which it is wise, even in the interest of investors, to draw securities against future expectations, but, speaking generally and from the public point of view, it is better that a corporation whose solvency depends upon the use of speculative securities should acknowledge at once the necessity of reorganization rather than that the fund of the country's assured credits should be diluted by injecting into it paper of a speculative character. This assumption must approve itself to every observer of business conditions who appreciates the importance of a stable fund of business credits, and if Congress believes it within the sphere of the Government to take official notice of the distress and suffering incidental to commercial crises and business depressions, it can not proceed far along such a line of thought without being forced to recognize that the amount and character of corporate securities is an important element in the situation.

The direct interest of the Commission in the matter, however, arises from the fact that Congress has made this body a tribunal, when complaint is made, for inquiring into the reasonableness of railway rates. It has frequently been urged that capitalization exercises no influence upon rates, but such an assertion is at best a partial truth. When one holds in mind how persistently the courts oppose the enforced approach of railway tariffs to the line of confiscation; when one comes to realize how eager the carriers are to restore to their property accounts the value of the improvements of past years paid for out of revenues; when one clearly understands that so long as railways which operate on different levels of cost continue to compete for the same traffic, there must result a permanent differential profit to the more fortunate road; and, finally, when one reflects upon the fact that securities once issued are ordinarily beyond recall and beyond control, it is difficult to see how one can assert that the kind and amount of securities issued by a public service industry have no bearing on the problem of railway tariffs as that problem must be regarded by the Commission and by the courts. It is in fact the setting in which the problem is most frequently submitted for judicial consideration.

GENERAL REGULATIONS RELATING TO MOVEMENT OF TRAFFIC.

The beneficial effects of the act of May 30, 1908, which directed the Commission to formulate regulations for the transportation of explosives and to revise and amend the same as occasion might require, are shown by the fact that no accident has since occurred in the transportation of these dangerous articles when carried in the manner required under the rules prescribed by the Commission. As the result of experience and observation, it is clear that the Commission ought to have authority, after due investigation, to make general orders relating to the conditions under which traffic is transported, but not affecting the physical operations of the carrier. The exercise of such authority under appropriate delegation of power as, for example, in the matter of demurrage and car-service rules, about which something is said in a later part of this report, would, as we believe, be in the public interest. Uniformity in such rules, regulations, and practices is highly desirable if accompanied by sufficient flexibility to meet special local conditions.

A single illustration will suffice. Carriers not infrequently publish carload rates with minimum weights applicable to cars of different dimensions. A shipper orders a car of a certain size for a shipment that can be loaded in a car of that size. For its own convenience the carrier furnishes a larger car, for which the tariffs provide a higher minimum weight. Having no tariff rule to meet such conditions, the carrier under the law is required to assess its charges on the basis of the car actually furnished and used. Such a case was fully investigated by the Commission upon formal complaint and an order entered requiring the carrier to make reparation, as in fact it had desired to but could not lawfully do, in the absence of tariff authority, without an order by the Commission; and also requiring it to publish a rule in its tariff providing that when a small car is ordered and a larger one furnished for its own convenience the charges shall be based on the terms of the tariff applicable to the car ordered. This case has been followed by numerous formal cases of the same kind, and under the law as it now stands affirmative action in every such individual case is required before the shipper can lawfully have relief not specifically authorized by tariff. The power, after due investigation, whether upon complaint or on the initiative of the Commission, to make general orders relating to the rules, regulations, and practices of carriers of this general character, which shall have the force and effect of general rules of transportation, whether incorporated in the tariffs of carriers or not, would manifestly relieve the Commission of the labor of dealing with numerous complaints involving the same principle and the same state of facts and would work to the general advantage.

RATE SCHEDULES AND APPLICATION OF RATES.

The policy and the effort outlined in our last annual report have been continued during the year, and substantial progress has been made. Minor modifications or additions to the regulations governing the publishing, posting, and filing of tariffs have been made in the light of further experience, but no important change in principle has been found necessary or advisable. The importance of a clear statement of rates and proper publicity of the same is forcefully stated in *United States v. Illinois Terminal Railway Company*, 168 Fed. Rep., 546, in which it is said:

The chief object of the act to regulate commerce is the prevention of discrimination. Carriers, being engaged in a public employment, must serve all members of the public on equal terms. This was the doctrine of the common law. It has been explicitly stated and strengthened by the successive acts to regulate commerce. The requirement of the act that all rates should be published is perhaps the chief feature of the scheme provided for the effective outlawing of all discriminations. If this portion of the act is not strictly enforced, the entire basis of effective regulation will be lost. Secret rates

will inevitably become discriminating rates. Whenever discriminating rates or practices are made public, a thousand forces of self-interest and of public policy will be set at work to reduce them to fairness and equality.

In the twelve months ended November 30, 1909, 184,303 tariff publications containing changes in rates and rules governing transportation were filed with the Commission, though the number of tariffs actually in effect on November 30, 1909, was materially less than on November 30, 1908. Many of the filings of the year ended November 30, 1909, were cancellations of old issues. A check of the records of a few roads in different sections of the country, some of which have made good progress in tariff reconstruction and some of which have made less progress, shows that on an average the number of effective tariffs of those roads has been reduced within the year ended November 30, 1909, about 27 per cent. The decrease in the number of tariffs filed is attributable in part to the consolidation of tariffs into joint agency publications which are filed by joint agents on behalf of a large number of carriers, duplication and multiplication of filings being thus avoided. However, the smaller number of filings does not necessarily mean that fewer changes in rates are being made. For substantial failure to comply with tariff regulations, or for failure to give lawful notice of changes, 9,581 tariff publications have during the year been rejected when tendered for filing.

Testimony as to important and material benefits from improved tariffs comes from many sources. For example, a freight traffic manager of one of the largest and most important railroad systems of the country writes as follows:

It will probably require the carriers, especially the larger ones, several months more to complete the consolidation and reissue of old tariffs to conform to the Commission's rules, but with our line the work has sufficiently progressed to furnish some idea of the benefits accruing, in that the number of overcharge claims shows a decrease. As you are aware, the claims presented to delivering carrier for overcharges are usually the result of errors upon part of its connections, and mention of this is merely to emphasize the statement that will follow as reflecting improvement in tariff conditions and better work upon part of forwarding agents of initial lines.

He then shows that, based upon the experiences of the first half of the year 1909, the number of overcharge claims filed against his lines for 1909 will be about 25 per cent less than in 1907, and that the number of loss and damage claims for the first half of 1909 were 34 per cent less than for the first half of 1908, and says:

The improvement in the tariffs has been an important factor in this showing, in that interruptions to the movements due to delayed billing have been greatly reduced, and the losses and damage due to separation of the traffic from the waybills have about reached the minimum. Aside from the economy revealed by these figures, the improvement in the service is made patent and confirms the prediction that whilst the expense of the carriers incident to tariff reissue

in compliance with Interstate Commerce Commission rules and regulations is quite heavy, nevertheless, even at this early date the advantages accruing in economy and better service seem to fully justify the expenditure.

The traffic director of a firm in the Middle West which does a very large business and ships an enormous tonnage writes as follows:

In going over our claim records we note a very great decrease in the overcharge claims, which seems coincident with the efforts of the Commission to simplify the form and to regulate the issue of freight tariffs.

He then says that the claims suspense account of his firm has in former years reached \$100,000 per annum, and for 1909 will probably not exceed \$7,500, while the number of such overcharge claims has been reduced from 1,008 in the year 1905 to 205 for the first nine months of the year 1909, and adds:

We feel sure that the improvement results from improved waybilling on the railroads, traceable to tariffs which can be understood more clearly by agents and waybilling clerks. * * * The effect of your tariff work has been so marked in the reduction of our claim annoyances that we feel it but just to express our appreciation.

Many requests have been received for special permission to make tariff publications effective on less than statutory notice. About 80 per cent of those received were granted. About 60 per cent of those granted were for the purpose of permitting corrections of clerical or typographical errors in tariffs, and many were for the establishment of rates in the first instance to new stations on old lines or to stations on newly constructed lines. The others presented such emergencies as, in the judgment of the Commission, justified granting the permission.

The requirement for thirty days' notice of changes in rates is regarded by the Commission as a wise and healthy one, and it is not the policy or intent of the Commission to exercise the authority conferred upon it to grant exceptions to that requirement except under circumstances which fully justify such action and which do not involve probable discriminations or resultant rate disturbances. As improvement in tariffs progresses it is believed that the authority for establishing rates on less than statutory notice will be justified in a smaller number and a smaller percentage of cases.

The order issued by the Commission on June 2, 1908, modifying the requirements of section 6 of the act in the matter of posting tariffs at stations has, very generally at least, been complied with. The Supreme Court has said, in substance, that this act contemplates that tariffs shall be posted for public inspection and that the obligation is upon the shipper to advise himself as to the rate and to pay the lawful rate regardless of any misquotation of same made by the carrier's agent. The Commission has said in *Interstate Remedy Company v. American Express Company*, 16 I. C. C. Rep., 436:

While it has been repeatedly emphasized by the Commission that the shipper is put upon notice of the rate by the publication of the tariff, it has not been held that a shipper must determine for himself the lawfulness of a rate, regulation, or practice, upon his peril. The responsibility rests upon the carrier to have lawful rates and rules in effect, and every shipper may with safety rely upon such rates without fear that they will be withdrawn as illegal after he has made shipment thereon, resting in the confidence that they are lawful so long as they are in force. If subsequently found to be unlawful, the carrier is subject to penalty for the institution and maintenance of such rates or rules, but the law does not contemplate that the shipper shall move upon any other theory than that the provisions of the carrier's tariff are in full compliance with the law's demands.

In the case of *Texas & Pacific Railway Company v. Cisco Oil Mill*, 204 U. S., 449, the Supreme Court decided that where a rate schedule was published and properly filed with the Commission failure of an agent to post copy of it at a particular station did not invalidate the schedule, and said:

Whether by the failure to post an established schedule a carrier became subject to penalties provided in the act to regulate commerce, or whether if damage had been occasioned to a shipper by such omission, a right to recover on that ground alone would have obtained, we are not called upon in this case to decide.

The criticism has been freely indulged in that carriers' tariffs are not in such form that the average person can readily and with a reasonable degree of certainty determine the lawful rates therefrom. That criticism was fully warranted by the former condition of tariffs and, to a large extent, is still warranted, but, as has been seen, the condition has greatly improved and is continually improving; and in that connection it should be remembered that the public has not had much experience in an effort to become acquainted with the carriers' tariffs, because it is only within a comparatively recent period that the tariff has been anything like a reliable guide to the charges which the shipper is required to pay.

UNIFORM DEMURRAGE RULES.

It seems appropriate to refer in this report to the adoption of a uniform code of car demurrage rules by the National Association of Railway Commissioners. As its name indicates, this association comprises the membership of all the railroad commissions of the United States, meeting in annual convention for the purpose of considering common problems. At the 1908 session the committee on car distribution and car shortage submitted a report which reviewed the severe car shortage of the previous fall and pointed out that the breakdown of the country's transportation system at that time was chargeable in no small degree to the undue holding of cars by shippers and receivers of freight. As a step toward the improvement of existing conditions, it was recommended that a committee be ap-

pointed to draft a uniform code of car demurrage rules to be applicable alike on state and interstate traffic. This recommendation was unanimously adopted, and pursuant thereto a committee on car service and demurrage was appointed, consisting of a representative from the railway commission of each state and a member of this Commission. The work of this committee was carried on with extreme care and thoroughness. Numerous conferences were held with expert car demurrage officials and a public hearing was called, at which representatives of shippers and carriers generally were present. The code as finally prepared represents a serious effort to approximate the needs of every part of the traffic world without making unnecessary concessions to the demands of particular localities or special interests. Perhaps the most characteristic features of the code are (1) the tendency to limit "free time" to the actual requirements of the consignor and the consignee, and (2) the refusal to give recognition to rules which have been employed as instruments of discrimination. The code was adopted by the National Association of Railway Commissioners by a large majority, and has recently been indorsed by this Commission. Although these rules have encountered a certain amount of opposition, there are indications that they will be made generally effective throughout the United States as contemplated. A number of the state commissions, as well as several of the leading car demurrage bureaus, have already announced their intention to put the uniform code into immediate effect.

It has been estimated by competent authority that the general adoption and enforcement of demurrage rules allowing the smallest measure of "free time" consistent with the needs of the public will be equivalent to the addition of 100,000 cars to the country's available car supply. If this effort to standardize car-demurrage regulations should meet with the success that is now promised, there is good reason for the belief that the efficiency of carriers will be greatly promoted, and that, incidentally, many unlawful advantages which powerful shippers have been able to secure through loose car-service rules will be eradicated.

The divided control over commerce gives rise to many problems the successful solution of which is dependent upon harmonious action on the part of the state and national authorities. The extraordinary development of transportation within the last half century has made all sections of the country peculiarly interdependent, and it is obvious that regulations which interfere with the efficiency of carriers in one section will influence traffic conditions in widely separated areas. This is strikingly illustrated by certain phases of the demurrage question. Railroad cars move freely to all parts of the country, often thousands of miles from the line of the owning road, and if, by means of local demurrage rules, such cars are in-

definitely detained at a time when the carrier's services are most in demand—as in the fall, when the crops are being moved and the coal tonnage is most dense—a car famine will inevitably result. Cooperation between the federal and state railroad commissions with a view to securing the maximum of transportation efficiency and at the same time assuring equal service to shippers and receivers in all parts of the country, so far as that may be possible, augurs well for the future of government regulation.

DIVISION OF PROSECUTIONS.

Since December 1, 1908, 35 indictments for criminal violations of the acts to regulate commerce have been returned. Eight of these indictments are joint, two defendants being included in each case.

Since December 1, 1908, 42 prosecutions have been concluded. Of this number, 9 were upon joint indictments, 8 of such indictments being against two defendants, and 1 being against three defendants.

Since December 1, 1908, 29 penalties have been assessed upon pleas of guilty. The 29 penalties so assessed have ranged in amount from \$100 to \$15,000, the aggregate being \$92,950. In the same period 2 verdicts of guilty have been rendered, 6 indictments have been dismissed, 4 convictions have been sustained by appellate courts of final jurisdiction, 1 judgment has been reversed by an appellate court, and 4 verdicts of acquittal have been rendered.

The sum of \$304,233.84 has been collected during the year in fines for criminal violations of the act by carriers and shippers. These fines follow indictments against carriers for rebating in various forms from published rates, and for transporting property without having tariffs on file, and indictments against shippers for receiving rebates and for misbilling shipments of property and so securing lower rates. A number of small fines going to make the above amount were for the misuse of passes.

Some of the pleas of guilty received during the year involved important points in the construction of the law.

In the southern district of California the Southern Pacific Company pleaded guilty to a charge of rebating. The facts were these: A shipper of oranges forwarded fruit from the orchards to the packing houses by rail. This transportation was purely intrastate. Subsequently and by independent contracts of transportation the oranges were shipped to other states. Thereupon the railroad company refunded to the shipper one-half of the charges previously paid for the intrastate transportation. The indictment alleged and the plea of guilty admitted that the amount so paid was in reality a rebate upon the interstate shipments. This prosecution was of importance, as a number of carriers have sought to evade the law by making conces-

sions to interstate shippers, in consideration of interstate business, upon business that was purely intrastate. Other indictments for this sort of offense have been obtained in other jurisdictions against other carriers, and the device above outlined will be prosecuted wherever found.

In the southern district of Illinois the Illinois Terminal Railroad Company, a carrier, whose line is entirely within the state of Illinois, entered a plea of guilty to the charge of transporting goods in interstate commerce without having filed rates for the same. The substantial fine of \$12,000 was imposed by the court. This prosecution was noteworthy, not only because the carrier had no physical operations outside the one State of Illinois, but also because it was the first prosecution for the new offense of transporting without filed rates, created by the act of 1906. By the imposition of the penalty the jurisdiction of the act over state carriers engaging in interstate transportation was strongly asserted, while the value of that portion of the act of 1906 creating the new offense was strikingly shown. A few weeks before the decision of this case the circuit court of appeals for the second circuit had reversed a judgment of the district court for the western district of New York against the New York Central & Hudson River Railroad Company, by which a fine was imposed for failure to file certain rates. The circuit court of appeals held that in prosecutions for failure to file rates the jurisdiction could not be laid elsewhere than in the District of Columbia, where the office of the Commission is situated, and where the failure to file takes place. By the new act, which makes the transportation without filed rates an offense, the Government is saved the necessity for bringing carriers of distant States to the district for trial.

Several pleas of guilty to the charge of misbilling have been entered by shippers during the year. Small fines, ranging from \$100 to \$1,000, have been imposed in each of these cases. It is evident that the advantages gained by shippers who falsely report the contents of packages or the weights thereof are quite as dangerous to their more honest competitors as the advantages gained by open rebating. Additional indictments for this form of violation of the act will, it is hoped, be secured in the near future.

The first prosecution under the act regulating the transportation of high explosives was initiated against the Emmitsburg Railroad, a carrier operating entirely within the State of Maryland. The offense consisted of the carriage of certain packages of dynamite in a combination passenger and baggage car attached to a passenger train. The dynamite was en route from a point in another State, although the carrier indicted did not operate beyond the boundaries of Maryland. Two individual defendants indicted for a like offense pleaded guilty, and were each imprisoned for thirty days.

An indictment against the Philadelphia & Reading Railway raises the question of jurisdiction over the transportation of a shipment of sugar en route from Germany to a point in Canada. This sugar was transported by rail from Philadelphia to Buffalo, N. Y., thence via the Great Lakes to Duluth, Minn., thence by rail to destination. Various carriers reaching the Atlantic ports are making the contention that the act gives no jurisdiction over their operations in the transportation of such shipments. The prosecution above outlined will determine whether or not an amendment to the act is necessary in order to give control over this traffic. If the contention of the carriers is sound, they are free to give rebates and special rates to foreign shippers over American railroads to points in Canada which may not be given to American shippers engaged in business, in competition with such foreign shippers, at the very ports at which the railroads receive this tonnage.

The indictment of an official of the Holland-American Steamship Company rests upon the doctrine that refunds from rates paid to the persons controlling the routing of shipments are unlawful rebates, even though the persons receiving the same are not the owners of such shipments. The person indicted was an agent in New York of the Holland-American Steamship Company. For his company he routed certain shipments of fish brought to New York by it from European ports. The right to route these shipments had been given to the Holland-American Steamship Company by the owners of the traffic in consideration of a guaranteed through rate to the point of ultimate destination. Through the agent the Holland-American Company thereafter collected from various railroads an amount equal to from 10 per cent to 15 per cent of the gross rate for rail transportation of these shipments. Although given in the guise of a commission to a solicitor of business, authority seems clear that it can not be so regarded. An increasing number of violations of the law by the device of pretended commission payments to the persons actually controlling routing makes this prosecution of importance. Other indictments of the same nature will probably be necessary in other jurisdictions.

In the northern district of California, by upholding the demurrers of the Pacific Mail Steamship Company, the court held that the jurisdiction of the act does not extend to carriers by water between the United States and nonadjacent foreign countries, even though there be contracts for continuous transportation from such foreign countries to inland points in the United States. The court in sustaining these demurrers followed the view taken by this Commission in *Cosmopolitan Shipping Company v. Hamburg-American Packet Company*, 13 I. C. C. Rep., 266. In order that this question of jurisdic-

tion may be finally decided, an appeal from the decision sustaining the demurrers has been taken to the Supreme Court of the United States.

The only indictments against any prominent railroad official returned during the year are the two against the president of the Louisville, Henderson & St. Louis Railway. These indictments charge the giving of rebates by this official at a time when he was general freight and passenger agent of his road.

It is believed that violations of the act are decreasing in number. The year's work has developed, however, all the forms of wrongdoing known in previous years. Of the 35 indictments returned during the year, 6 are for the wrongful use of passes, 2 for the unlawful transportation of high explosives upon passenger trains, while the remainder are for giving and receiving concessions and rebates in one form or another. During the present month of December, 1909, 11 indictments have been returned in the western district of Kentucky, all of which recite the giving of rebates by secret payments after the correct rates had been paid by the shippers.

The pleas of guilty received during the year also cover a wide variety of offenses, 4 being for the wrongful use of interstate passes, 4 for misbilling, 2 for transportation of high explosives on passenger trains, 1 for transporting interstate shipments without having filed rates for the same, and the balance for receiving rebates and concessions of various sorts. Some of these rebates were returned secretly after the correct rate had been paid by the shippers, others were the result of arrangements by which the origin of shipments was falsely declared. The year has shown no decrease in the more insidious forms of rebating resulting from arrangements legal in every respect except in the result produced. A number of complaints are in hand concerning the leasing of property by carriers to shippers for a nominal rental, with a further agreement that all shipments made by the lessees shall be routed over the lines of the lessors. The ownership of shipping corporations by carrying corporations, having been held by the Supreme Court not to be in violation of the commodities clause, still continues and gives rise to many discriminations. It becomes increasingly evident that complete freedom from discrimination can be secured only by a complete separation of the business of transportation from all other businesses. The evils most difficult to detect and prove to-day are those arising from the identification of ownership of carriers and shippers, and those arising from the pretense that services performed by shippers for themselves are in reality services for the carriers, to be paid for by the latter. The lighterage situation in the harbor of New York, between the trunk lines and certain shippers of sugar, and the various industrial railroad arrangements with divisions of joint rates, are examples of the

identification of shippers and carriers which naturally result in embarrassing, if not preferential, relations. As soon as a shipper secures an arrangement by which he is to furnish a portion of the service of transporting his shipments, with a right to an agreed portion of the freight rate, it becomes impossible to determine whether or not the net cost to him is the same as other shippers are forced to pay. In many cases, however, it is entirely possible to say that such shippers have a competitive advantage in the market. The so-called elevation allowances upon grain are fair examples of the arrangements by which services performed by shippers for themselves are pretended to be services for the carriers and paid for as such. These elevation allowances serve simply to make a lower rate upon shipments of grain unloaded into elevators than is open to shipments unloaded in any other way. The order of the Commission condemning the allowances is now being resisted in the courts by the shippers having contracts for the same.

The indictments returned during the past year have each contained a comparatively small number of counts. The penalties imposed upon the pleas of guilty received have also been in every case moderate in amount. This is due to the policy followed since this division of prosecutions was organized. It is believed that the most satisfactory results in the way of enforcement of the law can be reached by means of frequent prosecutions for moderate penalties rather than by means of a smaller number of prosecutions for large penalties. With the class of offenders here to be dealt with it is true, as elsewhere, that certainty of punishment is a more effective deterrent from crime than severity of punishment. This class of offenders is almost entirely composed of men of standing and respectability. The finding and publication of an indictment against them, or against a corporation for their acts, is in itself a substantial punishment. In any case of continued violation of the act after the infliction of a penalty, greater severity would of course be shown.

INDICTMENTS RETURNED SINCE DECEMBER 1, 1908.

1. *United States v. Charles Andrews and David Lyons* (district court, northern Illinois).—October 29, 1909, indictment returned charging conspiracy to violate the antipass provision of the interstate-commerce law.

2. *United States v. Morris Berman* (district court, Maryland).—October 7, 1909, indictment returned for unlawful use of passes.

3. *United States v. Oscar E. Borell and Mrs. Bridget Collins* (district court, Connecticut).—May 25, 1909, indictment returned charging misuse of pass. May 25, 1909, plea of guilty entered by defendant Borell, and nol-pros against Mrs. Collins; Borell fined \$100.

4. *United States v. W. H. Bradley and Alice Spitler* (district court, western Virginia).—May 22, 1909, indictment returned for misuse of pass. May 22, 1909, plea of guilty; each defendant fined \$100.

5. *United States v. Buffalo & Susquehanna Coal Mining Company* (district court, western New York).—May 24, 1909, indictment returned charging con-

cessions from Buffalo & Susquehanna Railroad and the Erie Railroad (5 counts).

6. *United States v. Buffalo & Susquehanna Railroad Company and Erie Railroad Company* (district court, western New York).—May 24, 1909, indictment returned for giving concessions to the Buffalo & Susquehanna Coal Mining Company.

7. *United States v. James Callahan* (district court, northern Illinois).—June 29, 1909, indictment returned for obtaining concessions.

8. *United States v. Canadian Pacific Railway* (district court, Vermont).—February 24, 1909, indictment returned charging the giving of rebates to Quaker Oats Company. May 20, 1909, plea of guilty; fined \$1,000.

9. *United States v. George Chesbro* (district court, western New York).—January 20, 1909, indictment returned charging misbilling as to weight. January 20, 1909, plea of guilty and fined \$750.

10. *United States v. G. K. Carr* (district court, western Virginia).—May 23, 1909, indictment returned charging misuse of pass. May 23, 1909, jury trial and verdict of not guilty.

11. *United States v. Jacob Dold Packing Company* (district court, western New York).—July 16, 1909, indictment returned charging acceptance of concessions.

12. *United States v. Emmitsburg Railroad Company* (district court, Maryland).—January 26, 1909, indictment returned for carrying high explosives on passenger cars. January 26, 1909, plea of guilty; fined \$100.

13. *United States v. Wm. J. Gibson* (district court, northern Illinois).—June 29, 1909, indictment returned for obtaining concessions.

14. *United States v. Adrian Gips* (district court, southern New York).—November 5, 1909, indictment returned for receiving rebates (30 counts).

15. *United States v. Hugo Hansen* (district court, southern New York).—January 12, 1909, indictment filed for misbilling.

16. *United States v. Joe Kardos and Tony Balla* (district court, western Pennsylvania).—May 4, 1909, indictment returned for shipping explosives on a passenger train. May 4, 1909, plea of guilty, and sentence of thirty days' imprisonment imposed.

17. *United States v. Lake Shore & Michigan Southern* (district court, southern Ohio).—October 7, 1909, indictment returned for obtaining concessions.

18. *United States v. R. B. Martin* (district court, northern Iowa).—October 1, 1909, indictment returned for misuse of pass.

19. *United States v. Quaker Oats Company* (district court, Vermont).—February 24, 1909, indictment returned for accepting concessions. May 25, 1909, plea of guilty; fined \$1,500.

20. *United States v. John B. Sardy* (district court, northern Illinois).—June 29, 1909, indictment returned for obtaining concessions.

21. *United States v. John B. Sardy and Wm. J. Gibson* (district court, northern Illinois).—June 29, 1909, indictment returned for conspiring to violate section 10 of the act to regulate commerce.

22. *United States v. Southern Pacific Company* (district court, Nevada).—March 17, 1909, indictment returned for granting rebates to California Sugar and White Pine Agency (15 counts).

23. *United States v. California White Pine Agency* (district court, Nevada).—March 27, 1909, indictment returned for receiving rebates (15 counts).

24. *United States v. Philadelphia & Reading Railway Company* (district court, eastern Pennsylvania).—June 15, 1909, indictment returned for giving a less rate than the filed and published rate on a shipment of sugar en route from Hamburg, Germany, to Alberta, Canada.

25. *United States v. Louisville, Henderson & St. Louis Railway Company and Lucien J. Irwin* (district court, western Kentucky).—December 2, 1909, indictment (3 counts) returned charging the giving of rebates to American Tobacco Company.

26. *United States v. Louisville, Henderson & St. Louis Railway Company and Lucien J. Irwin* (district court, western Kentucky).—December 2, 1909, indictment (1 count) returned charging the giving of rebates to J. B. Speed & Co.

27. *United States v. American Tobacco Company* (district court, western Kentucky).—December 2, 1909, indictment (3 counts) returned charging acceptance of rebates.

28. *United States v. Louisville & Nashville Railroad Company* (district court, western Kentucky).—December 2, 1909, indictment (8 counts) returned charging giving of rebates to St. Bernard Coal Company.

29. *United States v. Louisville & Nashville Railroad Company* (district court, western Kentucky).—December 2, 1909, indictment (4 counts) returned charging giving of rebates to Kentucky Refining Company.

30. *United States v. Louisville & Nashville Railroad Company* (district court, western Kentucky).—December 2, 1909, indictment (5 counts) returned charging the giving of rebates to Louisville Cotton Oil Company.

31. *United States v. Louisville & Nashville Railroad Company* (district court, western Kentucky).—December 2, 1909, indictment (2 counts) returned charging the giving of rebates to J. B. Speed & Co.

32. *United States v. Louisville & Nashville Railroad Company* (district court, western Kentucky).—December 2, 1909, indictment (3 counts) returned charging the giving of rebates to J. B. Speed & Co.

33. *United States v. Louisville & Nashville Railroad Company* (district court, western Kentucky).—December 2, 1909, indictment (3 counts) returned charging the giving of rebates to J. B. Speed & Co.

34. *United States v. Louisville & Nashville Railroad Company* (district court, western Kentucky).—December 2, 1909, indictment (7 counts) returned charging the giving of rebates to J. B. Speed & Co.

35. *United States v. Louisville & Nashville Railroad Company* (district court, western Kentucky).—December 2, 1909, indictment (10 counts) returned charging the giving of rebates to various distilling companies.

PROSECUTIONS CONCLUDED SINCE DECEMBER 1, 1908.

1. *United States v. American News Company* (district court, southern New York).—October 13, 1908, indictment under section 10, charging false billing. April 13, 1909, plea of guilty entered; fined \$100.

2. *United States v. Patrick H. Barteman* (district court, Maryland).—September 29, 1908, indictment charging unlawful use of interstate pass. October 21, 1909, acquitted.

3. *United States v. A. Booth & Co.* (district court, northern Illinois).—August 3, 1907, indictment charging receiving rebates on shipments of fish and oysters. May 24, 1909, fined \$1,000 on plea of guilty.

4. *United States v. Oscar E. Borell and Mrs. Bridget Collins* (district court, Connecticut).—May 25, 1909, indictment charging unlawful use of interstate pass. May 25, 1909, plea of guilty by defendant Borell, and nol-pros entered on behalf of Mrs. Collins; Borell fined \$100.

5. *United States v. W. H. Bradley and Alice Spittler* (district court, western Virginia).—May 22, 1909, indictment returned charging misuse of free pass. May 22, 1909, plea of guilty entered, and fine of \$100 paid by each defendant.

6. *United States v. T. H. Bunch* (district court, eastern Arkansas).—April 14, 1908, indictment returned charging acceptance of rebates on certain shipments of grain. December 28, 1908, fined \$15,000 and costs upon plea of guilty.

7. *United States v. Canadian Pacific Railway* (district court, Vermont).—February 24, 1909, indictment returned charging the giving of concessions to the Quaker Oats Company. May 20, 1909, pleaded guilty and fined \$1,000.

8. *United States v. Chesapeake & Ohio Railway Company* (circuit court, eastern Virginia).—June 9, 1908, indictment returned charging giving of rebates on switching. December 4, 1908, nol-pros.

9. *United States v. Chesapeake and Ohio Railway Company* (circuit court, eastern Virginia).—June 9, 1908, indictment returned charging the giving of rebates on shipments of grain. December 4, 1908, plea of guilty entered; fined \$9,000.

10. *United States v. George Chesbro* (district court, western New York).—January 20, 1909, indictment returned charging misbilling as to weight (12 counts). January 20, 1909, plea of guilty; fined \$750.

11. *United States v. Chicago & Alton Railway Company, J. N. Faithborn and Fred A. Wann* (district court, northern Illinois).—December 13, 1905, indictment returned charging the granting of rebates to S. & S. Packing Company on shipments from Kansas City to points beyond (10 counts). April 9, 1906, plea of not guilty. July 6, 1906, verdict of not guilty on 8 counts. July 11, 1906, Chicago and Alton Railway fined \$40,000, and other defendants \$10,000 each. April 16, 1907, judgment affirmed by circuit court of appeals. January 4, 1909, judgment affirmed by Supreme Court.

12. *United States v. G. K. Carr* (district court, western Virginia).—May 23, 1909, indictment returned for misuse of free pass. Jury trial, and verdict of not guilty.

13. *United States v. Emmitsburg Railroad Company* (district court, Maryland).—January 26, 1909, indictment returned for carrying high explosives on passenger cars. January 26, 1909, plea of guilty and fined \$100.

14. *United States v. Alexander P. Gilbert* (circuit court, eastern Virginia).—June 9, 1908, indictment returned charging the giving of rebates. December 3, 1908, acquitted.

15. *United States v. Great Northern Railway Company* (district court, southern New York).—February 19, 1907, indictment returned for giving rebates on shipments of sugar to L. M. Palmer, traffic agent for American Sugar Refining Company (2 counts). April 7, 1908, found guilty and sentenced to pay fine of \$5,000. April 26, 1909, appeal abandoned and fine paid.

16. *United States v. Hammacher, Schlemmer & Co.* (district court, southern New York).—October 13, 1908, indictment returned for false billing (2 counts). December 24, 1909, plea of guilty; fined \$1,000.

17. *United States v. Herrmann Aukam & Co.* (district court, southern New York).—October 13, 1908, indictment returned for false billing. January 13, 1909, plea of guilty; fined \$1,000.

18. *United States v. Illinois Terminal Railroad Company* (district court, southern Illinois).—September 12, 1908, indictment returned for carrying property in interstate commerce without filing rates (6 counts). February 23, 1909, plea of guilty; fined \$12,000.

19. *United States v. Illinois Glass Company and Illinois Terminal Railroad Company* (district court, southern Illinois).—September 12, 1908, indictment returned for accepting rebates. February 23, 1909, plea of nol. contendere by each defendant, and each fined \$2,000.

20. *United States v. William R. Johnston* (circuit court, eastern Virginia).—June 9, 1908, indictment returned for accepting and receiving rebates. December 4, 1909, plea of guilty to 4 counts; 5 counts nol-pros; fined \$4,500.

21. *United States v. Joe Kardos and Tony Balla* (district court, western Pennsylvania).—May 4, 1909, indictment returned for shipping explosives on a passenger train. May 4, 1909, plea of guilty, and each defendant sentenced to imprisonment for thirty days.

22. *United States v. Joseph Kabello* (district court, western Pennsylvania).—October 19, 1908, indictment returned for unlawfully using an interstate pass. December 23, 1908, found guilty; sentence suspended on payment of costs, \$160.42.

23. *United States v. J. H. McClure* (district court, western Pennsylvania).—October 20, 1908, indictment returned charging misuse of pass. December 23, 1908, found guilty; sentence suspended on payment of costs, \$123.42.

24. *United States v. Manhattan Brass Company* (district court, southern New York).—October 13, 1908, indictment returned for misbilling. December 10, 1909, fined \$100 upon plea of guilty.

25. *United States v. Missouri, Kansas and Texas Railway Company* (district court, western Missouri).—May 5, 1908, indictment returned for departure from published tariff in shipment of cattle. May 4, 1909, plea of guilty on 1 count and fined \$2,000.

26. *United States v. Missouri Pacific Railway and St. Louis, Iron Mountain & Southern Railway Company* (district court, Arkansas).—April 14, 1908, indictment returned charging the giving of rebates to T. H. Bunch (58 counts). June 4, 1909, plea of guilty entered by each defendant; fined \$7,500 each; total, \$15,000.

27. *United States v. Warner Moore and Thomas L. Moore, partners, trading as Warner Moore & Co.* (circuit court, eastern Virginia).—June 12, 1908, indictment returned for false billing (3 counts). April 24, 1909, nol-pros.

28. *United States v. Nick Nastas* (district court, western Missouri).—May 9, 1908, indictment returned for misuse of free pass. May 12, 1909, case dismissed.

29. *United States v. New York Central & Hudson River Railroad Company, Nathan Guilford, and Fred L. Pomeroy* (district court, southern New York).—May 4, 1906, indictment returned for giving rebates on sugar. October 17, 1906, verdict of guilty as to New York Central and fine of \$108,000 imposed. February 23, 1909, judgment against New York Central affirmed by Supreme Court.

30. *United States v. New York Central & Hudson River Railroad and Nathan Guilford* (district court, southern New York).—May 4, 1906, indictment returned for giving rebates on sugar from New York to Detroit. March 29, 1909, nol-pros entered.

31. *United States v. New York Central & Hudson River Railroad* (district court, southern New York).—March 24, 1906, indictment returned for giving rebates on shipments of sugar from New York City to Cleveland, Ohio. November 22, 1906, found guilty and fined \$18,000. February 23, 1909, affirmed by Supreme Court.

32. *United States v. New York Central & Hudson River Railroad* (district court, southern New York).—August 10, 1906, indictment returned for giving rebates. March 29, 1909, plea of guilty to 10 counts; fined \$10,000.

33. *United States v. New York Central & Hudson River Railroad* (district court, southern New York).—August 24, 1906, indictment returned for failure to file tariffs. July 5, 1907, fined \$15,000. October 1, 1908, judgment reversed by circuit court of appeals.

34. *United States v. Dan Pounds* (district court, northern Alabama).—September 19, 1908, indictment returned for misuse of free pass. March 11, 1909, plea of guilty; fined \$100.

35. *United States v. Quaker Oats Company* (district court, Vermont).—February 24, 1909, indictment returned for accepting rebates. May 25, 1909, plea of guilty; fined \$1,500.

36. *United States v. Standard Oil Company* (district court, northern Illinois).—August 27, 1906, indictment returned for accepting concessions. March 10, 1909, verdict of not guilty rendered on second trial by instruction of the court.

37. *United States v. Southern Pacific Company* (district court, southern California).—June 1, 1908, indictment returned for giving rebates. October 1, 1909, plea of guilty; fined \$1,000.

38. *United States v. Southern Pacific Company* (district court, southern California).—June 1, 1908, indictment returned for giving rebates (11 counts). October 1, 1909, indictment dismissed.

39. *United States v. Southern Pacific Company* (district court, southern California).—June 1, 1908, indictment returned for giving rebates on shipments of hides from Arizona and New Mexico to Los Angeles. Plea of guilty to one count; fined \$1,000.

40. *United States v. Stearns Salt & Lumber Company* (district court, western Michigan).—December 17, 1907, indictment charging receipt of rebates. December 1, 1908, fine of \$10,000 on plea of guilty.

41. *United States v. W. C. Stith* (formerly traffic manager of Missouri Pacific Railway) (district court, Arkansas).—April 14, 1908, indictment returned for granting rebates. February 6, 1909, plea of guilty; fined \$2,500.

42. *United States v. Wisconsin Central Railway Company, Barton Johnson, and G. T. Huey* (district court, Minnesota).—November 8, 1906, indictment returned for rebating by absorbing grain elevation charges. April 13, 1907, Wisconsin Central fined \$17,000, Johnson fined \$2,000, and Huey fined \$1,000. March 15, 1909, judgment affirmed by circuit court of appeals, and fine paid.

DIGEST OF DECISIONS IN CRIMINAL CASES.

IN THE SUPREME COURT.

New York Central & Hudson River R. R. Co. v. U. S., 212 U. S., 481.

It was urged in this case that the Elkins Act is unconstitutional; that Congress has no authority to subject a corporation to a criminal prosecution for the wrongful acts of its servants; that to punish the corporation is in reality to punish the innocent stockholders and to deprive them of their property without opportunity to be heard, and therefore without due process of law. It was further urged that as no authority by the board of directors or stockholders for the criminal acts of the agents of the company in contracting for and giving rebates was proved, these acts could not be lawfully charged against the corporation.

These contentions were not sustained by the court. It was held that Congress has the power to make a corporation criminally liable, and that the Elkins Act in this respect is constitutional. It was also held that any acts assumed to be done under authority by its agents are the acts of the corporation.

United States *v.* New York Central & Hudson River Railroad Co., 212 U. S., 509.

The defendant participated in a joint rate which was not filed by it, but which was filed and published by the initial carrier. The defendant urged that, in view of this fact, it could not be punished for rebating from such rate. The court held that participation in a joint rate makes that rate the legal rate, whether it be published by the rebating carrier or not, and that the prosecution could be maintained. The judgment of conviction was therefore affirmed.

New York Central & Hudson River Railroad *v.* United States, 212 U. S., 500.

Here it was held that the Elkins Act applies to rebates paid after it went into effect, although such payment was in pursuance of an agreement and on shipments made prior to its enactment. The rate paid at the time of shipment was the legal rate, and the return of the rebate, after the enactment of the Elkins Act, was properly punishable according to its provisions.

Chicago & Alton Railway Co. *v.* United States, 212 U. S., 563.

This was a prosecution of the Chicago & Alton Railway Company for paying rebates to the Schwarzschild & Sulzberger Co., a packing house, at Kansas City, Kans. The rebates were paid in the guise of compensation for the use of tracks inside the packing-house plant. The decision of the Circuit Court of Appeals for the Seventh Circuit (156 Fed., 558) affirmed the judgment of conviction. The Supreme Court affirmed this decision without opinion.

IN THE CIRCUIT COURT OF APPEALS.

New York Central & Hudson River Railroad Company *v.* United States, 166 Federal, 267. (Circuit Court of Appeals, Second Circuit, December 15, 1908. Lacombe, Ward, and Noyes, circuit judges.)

The court held that the offense of failing to file a rate schedule with the Interstate Commerce Commission is committed in Washington, where the Commission has its office, and must, therefore, be prosecuted in the District of Columbia. The court in the district of the transportation has no jurisdiction of such prosecution. Section 6 of the present interstate-commerce act makes it unlawful for a carrier to engage in transportation unless its rates have been published and filed. It is now an offense to transport without a filed rate as well as to fail to file a rate. Under the statute as it now stands prosecutions for transporting without a filed rate may be instituted in any district through which the transportation may have been conducted.

The judgment of the district court of the western district of New York imposing a penalty for failure to file a rate was therefore reversed.

Wisconsin Central Railway Co. et al v. United States, 169 Federal, 76. (Circuit court of appeals, eighth circuit, March 15, 1909. Adams, Hook, and Amidon, circuit judges.)

In the absence of a published tariff the absorption of elevation charges is unjustifiable.

The presence of freight bills paid by the consignee in a claim for refund made by a consignor is sufficient evidence to go to the jury to show that the railway company knew that payment of freight bills on such shipments by such consignees was made for the account of consignor.

Atchison, Topeka & Santa Fe Railway Co. v. United States, 170 Federal, 250. (Circuit court of appeals, ninth circuit. Gilbert, Ross, and Morrow, circuit judges.)

A prosecution against a carrier under the Elkins Act for granting a concession from the established rate can not be maintained unless such a departure from the tariff is proved to have been willful. The conviction of the defendant for granting rebates on shipments of lime from Nelson, Ariz., to Los Angeles, Cal., was set aside and the cause remanded to the district court for a new trial. The court held that shippers are lawfully bound to pay published rates on the weight of property actually delivered after transportation, and that the carload rate should be applied to such weight actually delivered, even though it be less than a carload, if the full carload minimum was loaded at the point of origin of the shipment.

IN THE TRIAL COURTS.

United States v. Illinois Terminal Co., 168 Federal, 546. (Decided February 23, 1909.)

Here the defendant was indicted for participating in the transportation of property in interstate commerce without having filed or published its tariffs therefor.

The line of the defendant's railway is situated entirely within the State of Illinois. It participated in the transportation of property moving from the State of Indiana into the State of Illinois, and was, therefore, as much subject to the act to regulate commerce as it would have been if its line of railway actually extended over into other States.

Transportation in interstate commerce without having rates on file is an offense under the Hepburn Act, and may be prosecuted in any district through which the transportation passes.

United States v. Standard Oil Company, 170 Federal, 988. (District court northern district of Illinois. Anderson, district judge.)

In a prosecution against a shipper for receiving a concession from the published rates of a railroad company in violation of the Elkins Act, which involves shipments covering a number of years, there can

be no greater number of offenses than there were payments of freight in which concessions were granted and received, such receipt being the completion of the transaction which constitutes the offense.

In an indictment charging a shipper with having received from the railroad company a rebate or concession in violation of the Elkins Act, an averment that such railroad company established, published, and filed a rate between Chicago and St. Louis of $19\frac{1}{2}$ cents per hundred pounds is not sustained by proof that its schedules named only a rate over its own lines from Chicago to East St. Louis at 18 cents, and that the connecting lines between East St. Louis and St. Louis had filed a rate of $1\frac{1}{2}$ cents.

Upon the trial of an indictment against a shipper for the violation of the Elkins Act for receiving from the railroad company a rebate or concession whereby its property was transported in interstate commerce at a less rate than that named in the tariffs published and filed by such railroad company, it is essential for the Government to prove that such tariffs were posted at least in the depot, station, or office of the railroad company at the point of origin of such shipments, as required by section 6 of the act to regulate commerce.

United States v. Stearns Salt and Lumber Company, 165 Federal, 735.

The number of payments or settlements of rebates, not the number of shipments, determines the number of offenses which may be punished.

United States v. Bunch, 165 Federal, 736.

In the district court for the eastern district of Arkansas the defendant pleaded guilty to a charge of accepting and receiving certain rebates. The court held that in so far as it applies to the shipper, section 1 of the Elkins Act creates three distinct offenses: (1) The solicitation of a rebate, concession, or discrimination in respect to the transportation of property in interstate or foreign commerce. (2) The acceptance of any such rebate, concession, or discrimination. (3) The receipt of any such rebate, concession, or discrimination.

The court held that each shipment under agreement or promise of rebate might be pleaded as a separate offense and prosecuted as such under that provision of the act which prohibits the acceptance of a concession or rebate. When the receipt of a rebate is charged, however, the unit of the offense is not the shipment but the payment. In the case before the court, therefore, the number of offenses charged was limited by the number of payments of rebates. Three offenses being shown, a fine of \$15,000 was imposed.

United States v. Pacific Mail Steamship Company. (District court, northern district of California, Apr. 22, 1909.)

The defendant demurred to the indictment on the ground that ocean carriers to nonadjacent foreign countries are not subject to

the provisions of the act to regulate commerce. The demurrer was sustained upon the authority of *Cosmopolitan Shipping Co. v. Hamburg-American Packet Co., et al.*, 13 I. C. C. Reports, page 266.

United States v. Southern Pacific Company. (District court, northern district of California, Apr. 22, 1909.)

A carrier by rail which establishes and files a joint rate in conjunction with a steamship line plying between the United States and a foreign country nonadjacent is bound to observe such rate so long as it remains in force. A demurrer to an indictment charging a departure by the railroad from the published joint rate on shipments from Kobe, Japan, to Springfield, Ohio, by way of San Francisco, Cal., was overruled.

SUITS BY CARRIERS TO ANNUL ORDERS OF COMMISSION.

In its last report the Commission stated that 17 suits had been filed in various courts to set aside its orders. It further stated:

All these cases are proceeding under the expediting act. Several of them are before the Supreme Court of the United States for argument already, and the rest will be at once taken there. It is believed that the decisions of that court in these cases must go far toward determining the effectiveness of the present act, and, indeed, the possibility of any effective railway regulation under the present Constitution of the United States.

It was the expectation when that paragraph was written that before the making of another report decisions in most of the pending cases would have been obtained from the court of last resort and that these decisions would have so clarified the legal atmosphere as to make it possible to see what had been done and what could be done. In point of fact, only a single case has been decided by the Supreme Court of the United States. Between October 12 and October 15 five cases were argued and submitted to that court, namely, *Chicago & Alton Railroad Co. v. Interstate Commerce Commission*, *Illinois Central Railroad Co. v. Same*, *Baltimore & Ohio Railroad Co. v. Same*, all involving, in various aspects, the distribution of coal cars; *Southern Pacific Co. v. Interstate Commerce Commission*, involving rates on lumber from the Willamette Valley to San Francisco, and *Stickney v. Interstate Commerce Commission*, involving the terminal charge for delivery of live stock to the Union Stock Yards at Chicago. On November 29 the court handed down an opinion in the last-named case.

Decisions have been rendered by the circuit court in six cases under the expediting act during the year. Several of the cases decided are of general interest, and deserve special reference.

GEORGES CREEK COAL CASE.

The Commission has contended that under the Hepburn amendment its orders, in so far as they involved the exercise of discretion or judgment, could not be reviewed and set aside by the courts, since to that extent its action was legislative and not judicial. The courts might inquire whether the formalities prescribed by the statute had been complied with; whether a proper complaint had been presented, a full hearing had, an order made in due form and properly served upon the defendant; but if these formalities had been followed, then the order of the Commission could only be attacked upon the ground that it violated some constitutional right of the defendants. The Supreme Court of the United States has not yet passed upon that precise question, although its decisions seem to sustain the view of the Commission; but three judges, sitting as a circuit court under the expediting act, in the eastern district of Pennsylvania, have recently handed down a decision which entirely sustains our contention.

The Commission had made an order reducing rates on coal from the Georges Creek region to certain destinations. In *Philadelphia & Reading Railway Co. et al. v. Interstate Commerce Commission* this order was attacked upon the ground that the decision was unreasonable. The bill contained no allegation that the required formalities had not been complied with; nor did it aver that the order was confiscatory or otherwise in violation of the Constitution of the United States. The Commission demurred, claiming that no ground for relief was stated in the petition, and this demurrer was sustained. The exact point decided can not be better stated than by quoting the following language from the opinion of the court:

Without referring to that general jurisdiction which federal courts, within constitutional limits, necessarily have to prevent infractions of the law, we note that the jurisdiction here invoked is conferred by the statute above quoted, and its purpose is to submit the action of an executive branch of the Government to the judgment of the court that it may hear and determine such suit with a view to suspending or setting aside that action. On the argument counsel did not question the right of the Commission under the act to fix maximum rates, provided they were not confiscatory.

Now, manifestly courts have no power to fix rates. *Maximum Rate cases*, 167 U. S., 499; *Gordon v. United States*, 117 U. S., 697; *Reagan v. Farmers' Loan & Trust Co.*, 154 U. S., 397. No such authority is conferred on federal courts by the Constitution, and by its grant to Congress of the power "to regulate commerce * * * among the several states," and "to make all laws which shall be necessary and proper for carrying into execution the foregoing powers," the exercise of power to regulate commerce is restricted to that agency. The fixing of rates as an incident to the regulation of commerce, being a nonjudicial function, it follows that when the legislative branch has itself acted therein, or by proper delegation of its powers has acted through the executive branch, such action, provided no legal, constitutional, or natural right has been violated, is not to be suspended or vacated by a court.

In pursuance of the powers above referred to the Commission has made such an order in the premises, and that order is now in force unless it "be suspended or set aside by a court of competent jurisdiction." Now, on what principles should this court proceed in suspending or setting aside an act of an independent branch of the Government? Manifestly the act is one of those administrative acts of the executive branch of the Government, duly empowered thereto by the legislative branch, that falls within that category of which Mr. Justice Harlan spoke in the *Union Bridge case*, 204 U. S., 386.

It is therefore apparent that when the question of suspending or setting aside an executive act comes before a court under such statute the question is one of law, namely, whether the executive transcended its power or exercised such power without due regard to law. If, for example, there was a failure to comply with statutory requisites of notice, or to afford a statutory hearing, or the action taken was confiscatory—these are all elements a court might consider, and in exercising such jurisdiction inquire into the facts to ascertain the real subject involved as throwing light upon the lawful or unlawful character of the order under review.

HECKER-JONES-JEWELL CASE.

The Hecker-Jones-Jewell Milling Company is engaged in grinding flour in the city of New York, a considerable portion of which is exported. Export rates upon both wheat and flour through the port of New York are lower than the domestic rate, and the privilege of milling in transit is allowed at interior points. The Hecker company was obliged to pay the domestic rate upon its wheat, and was allowed no milling-in-transit privilege upon its flour, being located at the end of the rail line, with the result that its transportation charges were from 1 to 3 cents per 100 pounds higher than those paid by its competitor at interior points upon flour for export. The Commission, after hearing, ordered the defendants to give to the Hecker company at New York the same milling-in-transit rate which it accorded to mills at the interior, and this order was attacked in *New York Central & Hudson River Railroad Co. et al. v. Interstate Commerce Commission*, United States circuit court for the southern district of New York. The court sustained the order of the Commission. Two points were mainly relied upon by the petitioners—

1. The Commission had ordered that the defendants should give to the Hecker company the same milling-in-transit rate which was accorded to its competitor at interior points. The railroads insisted that the Commission had no authority to make an alternative order of this kind. The court held that one of the purposes of the act was to remove discrimination, and that the Commission might make the order before it for that purpose; it was not required, in removing discrimination, to prescribe a maximum rate, but might specifically require the carrier to give equal treatment to specified localities or industries.

2. The petition had prayed that the Hecker company be given the same rate upon the wheat which it ground into export flour as was

accorded to wheat which was exported. The Commission declined to grant this prayer, but made, instead, the order above set forth. The defendants claimed that the order was unlawful because it did not follow the pleadings.

The court held otherwise, and its expressions in disposing of this point are highly appreciative of the conditions under which this Commission acts. While this body proceeds to a considerable extent under judicial form, it is not a judicial tribunal. Its work is administrative, and if its orders were subjected to the same rules by which the judgments of courts are reviewed and corrected, its usefulness would be largely impaired. Parties should be accorded the fullest hearing and justice should be done; but the judicial rules of pleading and of evidence can not be applied to proceedings before this body. This is clearly stated by the court in the following extract from its opinion:

The Interstate Commerce Commission is, however, an administrative tribunal dealing with practical problems. So long as parties affected by its orders appear and are fully heard we think it would be most unfortunate to deny its power to grant such relief as the facts shown upon the investigation should call for, even though such facts might be presented by evidence technically outside the issues raised. Notwithstanding, therefore, that the Commission has established rules of practice analogous to those in courts, notwithstanding that its rules even provide that hearings shall be had upon issues joined, we are of the opinion that the strict rules of pleading should not be held applicable to it. Before we declare an order of the Commission invalid as being outside the issues, we think that we should be satisfied that it is outside the issues actually presented to the Commission and upon which the parties were heard. We have, therefore, thought it our duty to examine the evidence and consider the claims of the parties made upon the hearing before the Commission. Through such examination we find that the milling company and the carriers appeared before the Commission and that the various phases of the discriminations claimed to exist against the milling company were fully inquired into, including that claimed to exist in favor of interior millers enjoying the milling-in-transit privilege. As the hearing progressed, its scope apparently widened, and at its conclusion we are satisfied that the real question before the Commission in the minds of all the parties was whether it was proper and practicable to afford relief like that granted by the order. Indeed we have no doubt that should we declare this order invalid and a new petition should be filed, the inquiry would be along the lines of the hearing already had, with, presumably, the same result. We conclude, therefore, that while the order may have been technically outside the issues raised by the pleadings, it was still germane to the subject-matter before the Commission and should not be declared invalid.

TERMINAL CHARGE CASE.

Interstate Commerce Commission, Appellant, v. Receivers of the Chicago Great Western Railway Co. et al., commonly known as the Terminal Charge case, involved the right of carriers to impose a charge of \$2 per car for delivery of live stock at the Union Stock Yards, Chicago.

The Union Stock Yards is the only point in Chicago at which live stock is or can be delivered in considerable quantities, and this has been true for many years past. Up to June 1, 1894, all railways entering Chicago had made delivery at the Union Stock Yards for the through rate, but on that date all made effective a terminal charge of \$2 per car. The excuse for making this charge was that the Chicago Junction Railway, which owns the tracks upon which the stock yards are situated, had for the first time imposed a trackage charge which averaged about \$1 per car.

Complaint was made to the Commission attacking this \$2 charge. It was not alleged that the charge itself was unreasonable, but rather that it was unreasonable to impose any charge, since the rate carried with it a delivery. The Commission held that since the expense of making delivery to the carrier had been increased \$1 per car the railroads might properly make a terminal charge by that amount, but that any further addition was unjust. At that time it had no power to make an order fixing any definite rate, but it recommended that the carriers impose a terminal charge not exceeding \$1.

Proceedings were brought to enforce this recommendation, which finally reached the Supreme Court. (186 U. S., 320.) That court held that this delivery to the Union Stock Yards had been included in the rate previous to June 1, 1894, and approved the finding of the Commission that carriers should have added but \$1 to their rates. For other reasons the court declined to enforce the recommendation of the Commission and dismissed the bill without prejudice to the right of the Commission to proceed further in the correction of the apparent wrong.

These proceedings before court and Commission had occupied many years and were just concluded when the Hepburn amendment took effect. The complainants in the original case at once applied to the Commission to make an order under that act, requiring the carriers to charge not exceeding \$1 per car for this terminal service, and such an order was made. The carriers brought suit to restrain its enforcement, the circuit court granted an injunction, and the Supreme Court now affirms that decree.

The court holds that inasmuch as \$2 was a reasonable charge for the service rendered in making delivery at the stock yards, the Commission had no authority to reduce that charge to \$1. The Commission had expressly found that \$2 was a reasonable charge, looking to the cost of the service, and had stated that it ordered the rate reduced because, under the circumstances, it was unreasonable to impose any terminal charge except so far as that charge was justified by the added cost of service to the carriers. This position of the Commission was referred to and approved by the Supreme Court in the first case, but is not alluded to in the opinion in the present case.

These defendants transport live stock both to Chicago and to other live-stock markets, like Kansas City and St. Louis. No corresponding charge is imposed at these other markets, and the Commission found that to make this charge at Chicago was an unjust discrimination against Chicago. This finding is not alluded to in the opinion.

This case apparently holds that if railroads impose a terminal charge the only power of the Commission is to inquire whether that charge is reasonable; it has no authority to inquire whether to impose the charge at all is unjust and unreasonable. The amount involved in this case, where a single commodity at a single place is in issue, is about \$200,000 per year. The difference between the terminal charge ordered by the Commission and that assessed by the carriers has, during the period over which these proceedings have extended, amounted to approximately \$3,000,000.

BURNHAM-HANNA-MUNGER CASE.

The decision of the circuit court for the northern district of Illinois, eastern division, granting a permanent injunction in *Chicago, Rock Island & Pacific Railway Co. v. Interstate Commerce Commission* has attracted much attention. The case was heard before three judges, one of whom dissented from the conclusion reached.

The Burnham, Hanna, Munger Dry Goods Company, doing a wholesale business at Kansas City, filed complaint with the Commission attacking rates from New York and other Atlantic seaboard points to Kansas City, upon two grounds.

It was alleged that the rates to St. Paul as compared with those to Kansas City gave to the merchant at St. Paul an undue advantage in territory west of the Missouri River as compared with his competitor at Kansas City. The rate to St. Paul was lower than to Kansas City, and the wholesaler at St. Paul could therefore own his stock cheaper than the wholesaler at Kansas City.

The Commission did not sustain this contention of the complainant, being of the opinion that the lower rate to St. Paul was induced by water competition and was therefore not undue within the meaning of the third section. The court states in its opinion that one reason for the action which the Commission did take in reducing the rate from St. Louis to Kansas City "undoubtedly was to ameliorate that disadvantage," referring to the lower rate to St. Paul. That statement of the court must have been based upon some consideration outside the opinion of the Commission, which expressly declares that it found no disadvantage which ought to be ameliorated.

The second claim of the complainant was that the rate from the Atlantic seaboard to Kansas City was inherently excessive. The rate

was made by "combination" upon St. Louis—that is to say, the rate from the Atlantic seaboard to Kansas City was determined by adding together the local rate from the East to St. Louis and the local rate from St. Louis to Kansas City. Roughly speaking, it is 1,100 miles from New York to St. Louis, and the rate at that time, first class, was 87 cents. It is 280 miles from St. Louis to Kansas City, and the first-class rate was 60 cents. The complainant argued with great earnestness that if 87 cents was a reasonable charge for the service from New York to St. Louis, 60 cents was utterly unreasonable from St. Louis to Kansas City, and it asked the Commission to project the same mileage rate west of the Mississippi River as existed east.

The Commission declined to comply with this request of the complainant, but it did hold that the through rate from the Atlantic seaboard to Kansas City was unreasonable, and that it was unreasonable because the part of the rate from St. Louis to Kansas City was excessive; and it ordered that part of the rate reduced.

Let it be carefully noted that the complaint before the Commission was of the through rate; there was no complaint of the rate from St. Louis to Kansas City. The order of the Commission was that the 60-cent rate should be reduced to 51 cents as applied to through business from the Atlantic seaboard. The railroads insist that this order was unlawful because it created, in and of itself, a discrimination against points intermediate between the Atlantic seaboard and Kansas City. There is of necessity a relation in rates between different business centers; that from New York to Kansas City bears a certain relation to that from Pittsburg to Kansas City or from Detroit to Kansas City, and the defendants urged that if the relation had been correct before the order of the Commission it was made incorrect by that order.

Of this there can be no question. The order of the Commission did disturb the relation which had previously existed between different territories east of the Mississippi River; but that resulted, not from any unlawful action on the part of the Commission, but from the operation of the statute under which we act.

The act authorizes the Commission to prescribe a reasonable rate only in case of complaint, and after hearing. The sole complaint before the Commission was as to rates from the Atlantic seaboard to Kansas City. There was no complaint as to rates from intermediate territory. Nothing was said either in the testimony or the argument or in the opinion of the Commission as to rates from intermediate territory. Under these circumstances the Commission, as it construes the law, could only act upon the rate which had been presented to it. If the next day Pittsburg had presented its complaint or Detroit had filed its complaint, then we could have passed upon those cases and have made orders affecting those rates.

The act may be defective in not authorizing the Commission to deal in a comprehensive fashion with the whole situation necessarily involved in a complaint like that under consideration, but to say that the Commission can not reduce a rate because the relation between localities is thereby disturbed would be to say that it can make no reduction whatever, for the instances are few in which the rate acted upon does not bear some relation to other rates not embraced in the order.

The court assumed that it was the intention of the Commission to prescribe "trade zones" which should be tributary to trade centers, and set aside the order upon the ground that no such authority was conferred by the act. As one reason for its holding that it was the purpose of the Commission to establish such zones, the court said:

Since that time the Commission has spoken in the Denver rate hearing and also in its annual report. In neither has there been a disavowal of the power said to be claimed and the effect said to be produced.

In view of this statement of the court the Commission desires to disavow any attempt to create so-called "trade zones" by the orders referred to. It has repeatedly said that such was not the function either of this Commission or of the railroads of this country; that every locality was entitled, so far as might be, to a reasonable rate and to do whatever business it could upon that rate. The Commission further desires to state that, so far as it understands the effect of these orders, they do not in fact create trade zones. The Commission has simply attempted to prescribe reasonable rates between the points named. It has said that a long-distance rate may properly be less than the sum of the shorter-distance rates which make up the longer-distance rate. Assuming that 87 cents from New York to St. Louis is reasonable and that 60 cents from St. Louis to Kansas City is reasonable, it does not follow, in the opinion of the Commission, that \$1.47 is a reasonable rate from New York to Kansas City. Assuming that 80 cents from Chicago to Omaha and \$1.25 from Omaha to Denver are reasonable first-class rates, \$2.05 is not of necessity a reasonable first-class rate from Chicago to Denver. The cost of the through service is less, ordinarily, than the combined cost of the two local services. It is, moreover, necessary that for the purpose of uniting the widely separated portions of our country long-distance tariffs should be somewhat less, in proportion to the actual cost of the service, than shorter-distance rates.

But it is one thing to say that the through rate may be less and quite another thing to say that it shall be less. This Commission has never yet said that the carriers might not, if they saw fit, reduce the rate from St. Louis to Kansas City on all business to 51 cents, first class; it has never said that the carriers leading from Chicago to Denver may not reduce their local rates from Chicago to Omaha

and from Omaha to Denver by such amount as will equal the through rate established; and until that is said there is no compulsion upon the part of the carrier to change the relations which have formerly existed. We simply require that for these long-distance hauls reasonable rates shall be established. The carrier is free to so reduce its local rates that the combination will equal the through rate if it desires.

While, however, there has been no attempt upon the part of the Commission to obliterate the Missouri River and the Mississippi River as base lines if the carriers desire to make local rates sufficiently low so that the combination of those rates will produce a reasonable through rate, still, it seems proper to say, that, as we understand the law, the Commission has jurisdiction to do this if occasion requires. If it should be found that the system of rate making now in force creates undue prejudice in favor of localities upon the Missouri River or the Mississippi River the Commission may, for the purpose of removing that discrimination, remove the base line itself. In the establishment of rates it may be necessary to create or to destroy base lines; to make or unmake groups. This Commission is required to fix rates which are reasonable and nondiscriminatory, and in the discharge of that duty it rests under no obligation to regard base lines which are in effect or zones which have long existed. The only limitation is that the rates established shall be in harmony with the requirements of the law.

It should also be noted that when the Commission fixes a given rate, that rate thereby becomes the standard of reasonableness to which carriers must align their related rates. In the case before us, when the Commission reduced the rate from the Atlantic seaboard to Kansas City, it was the duty of the carriers to adjust their intermediate rates from Pittsburg and Detroit accordingly. The resulting discrimination did not spring from the order of the Commission but from the failure of the carriers in their duty to properly readjust their other schedules.

PORTLAND GATEWAY CASE.

The case *Northern Pacific Railway Co. v. Interstate Commerce Commission*, decided by the circuit court for the district of Minnesota, commonly known as the Portland Gateway case, involves the making of through passenger routes.

A passenger at St. Louis, for example, can travel to Seattle, Wash., by way of various lines to St. Paul, Minn., and from thence by either the Great Northern or the Northern Pacific to Seattle; or by various lines to Kansas City, and from thence by the Burlington route to Billings and the Northern Pacific to Seattle. He can also go by a great variety of routes to Ogden, from thence via the Union Pacific

line to Portland and from thence via the Northern Pacific to Seattle. In the former case he must travel over the Great Northern, Northern Pacific, and Burlington, so-called "Hill lines," the greater part of the distance, while in the latter event he would only travel by the Northern Pacific from Portland to Seattle.

If he goes via St. Paul or via Billings he can purchase a through ticket, upon which his baggage will be checked to destination, but if he journeys by way of Portland he must be furnished by the Union Pacific with a ticket upon the train, which is exchanged at Portland for another ticket, upon which his baggage is rechecked, since there is no through route and joint rate via Portland. This has led to much complaint and great inconvenience to the traveling public in the handling of baggage and the exchanging of tickets at Portland.

The Commission, believing that the matter ought to be investigated, instituted a proceeding upon its own motion, and as a result of the investigation ordered the Union Pacific lines and the Northern Pacific to establish through routes via Portland to Seattle and similar points, and this order the Northern Pacific resisted.

The act to regulate commerce empowers the Commission to establish through routes and joint rates provided "no reasonable or satisfactory through route exists," and the Northern Pacific claimed that there was already in existence such a route. Upon this point the Commission found that the passenger could travel as quickly and as comfortably via the Northern Pacific and Great Northern lines, by which a joint through route already existed, as he could via Portland, but it also found that great numbers of persons for various causes desired to use the more southern routes, which brought them through Portland. We were of the opinion that this desire was a reasonable one and that accordingly, with respect to such travelers, there was no reasonable through route already in effect. In other words, while it was immaterial whether a carload of lumber was transported from Seattle to St. Louis via the northern lines or via Portland, provided it reached there in a reasonable time in good order, at the same rate, there was, in the case of the passenger, the element of personal choice, which the railway companies ought to recognize. A person who had traveled once by the northern line might properly desire for the purposes of observation, or for other reasons, to go by the southern line.

The circuit court granted an injunction upon the ground that a reasonable and satisfactory route already existed. In contemplation of law, therefore, the human element is not to be considered in determining whether a reasonably satisfactory route already exists. The same test controls with a carload of human beings which would control with a carload of live stock.

In view of this interpretation of the act, we think that the proviso limiting the jurisdiction of the Commission to cases where no reasonable and satisfactory through route already exists should be eliminated, certainly as to passenger traffic. The testimony showed that on the average 8,000 persons traveled each year from eastern destinations through Portland to Seattle and corresponding points, notwithstanding the difficulties and inconveniences by which that route is beset. Under the interpretation of the court the Union Pacific Company may decline to establish through routes to Portland itself via Ogden and may compel all passengers who desire to travel from the Missouri River to Ogden by any other route than its own to stop at Ogden, purchase a ticket to Portland, and recheck their baggage.

It is not suggested that through passenger routes should be established in all cases. The mere caprice of the traveler is not enough to require carriers to maintain through routes where it is against their pecuniary interest to do so; but there is in passenger service an element of rational desire which does not exist with the transportation of freight, and whenever the public may reasonably wish to use a given route that route should be open to it.

The legitimate interest of carriers can always be protected in the division of the rate. If a railroad is required to establish a through route and joint rate which give it the short haul upon business as to which it would otherwise obtain the long haul, this may properly be recognized in determining its share of the joint rate; but the first consideration is the public convenience, and the mere selfish interest of carriers should not be allowed to override that. Neither the Hill lines nor the Harriman lines should be permitted to dictate the route by which transcontinental travel shall move against the reasonable desire of the passenger.

During the year nine bills have been filed to restrain the orders of the Commission. These are:

Diffenbaugh et al. v. Interstate Commerce Commission. Western District of Missouri. The Commission ordered carriers to desist from the payment of elevation allowances upon the Missouri River, upon the ground that this was a discrimination against parties not using elevators and against localities where similar allowances were not paid. This suit is brought by certain shippers upon the Missouri River, with whom certain railroads join, to restrain the operation of that order. The record had been completed and the case assigned for argument. The Commission believing it to be in the public interest that the lawfulness of this order should be determined before it was enforced, since otherwise discrimination might arise between different localities, has postponed the effective date until April 1, 1910, to give opportunity for consideration by the court.

Chicago, Milwaukee & St. Paul Railway Co. v. Interstate Commerce Commission. Northern District of Illinois, Eastern Division. Subsequent to the filing of the complaint before the Commission the railway company reduced its rate to the amount claimed by the complainant. The Commission nevertheless ordered the defendant to maintain the reduced rate for a period of two years. The railway company contended before the court that since the rate had been voluntarily reduced the Commission had no jurisdiction to compel its maintenance. The bill was dismissed, and up to the present time no appeal had been taken by the petitioner.

Chicago, Milwaukee & St. Paul Railway Co. v. Interstate Commerce Commission. Northern District of Illinois, Eastern Division. The order of the Commission required the Milwaukee Company to establish joint through rates upon coal to certain points upon its line from Cardiff, Ill. The case has been argued and submitted. The rates ordered are in effect.

Chicago, Burlington & Quincy Railroad Co. v. Interstate Commerce Commission. Northern District of Illinois, Eastern Division. The Commission ordered the reduction of rates from Chicago and St. Louis to Denver. A preliminary injunction was granted.

Northern Pacific Railway Co. v. Interstate Commerce Commission. District of Minnesota. The Union Pacific lines and the Northern Pacific Company were ordered to establish a through route via Portland, Oreg., between eastern destinations and points on the line of the Northern Pacific, like Seattle and Tacoma, north of Portland. A preliminary injunction was granted.

Chicago, Rock Island & Pacific Railway Co. v. Interstate Commerce Commission. Northern District of Illinois, Eastern Division. This case involves the proportional rates of the petitioner from the Mississippi River to Des Moines upon traffic originating at points east of the Illinois-Indiana state line. No hearing has been had. A preliminary injunction was at first prayed for, but the petitioner did not bring its application on for hearing and did file the rates ordered.

Philadelphia & Reading Railway Co. et al. v. Interstate Commerce Commission. Eastern District of Pennsylvania. The Commission ordered the petitioners to reduce rates on certain kinds of coal from the Georges Creek Basin to various destinations. Bill dismissed.

Thompson Lumber Co. et al. v. Interstate Commerce Commission et al. Northern District of Illinois, Eastern Division. The petitioners applied to the Commission to reduce the rate on hard-wood lumber from Memphis to New Orleans and to award them reparation with respect to past shipments. The rate was reduced but the reparation was denied. The carriers complied with the order reducing the rate. The petitioners bring this suit asking that the court

either enter a decree for the amount of the reparation claimed or require the Commission to do so. The case has not yet been heard.

Russe & Burgess et al. v. Interstate Commerce Commission. Northern District of Illinois, Eastern Division. This case is like the preceding, except that the rates involved are those upon hard-wood lumber from Chicago and Mississippi River points to Pacific coast terminals.

Decisions have been rendered by circuit courts under the expediting act in six cases since our last report, viz:

New York Central & Hudson River Railroad Co. et al. v. Interstate Commerce Commission. Southern District of New York. Injunction refused.

Chicago, Rock Island & Pacific Railway Company et al. v. Interstate Commerce Commission. Northern District of Illinois, Eastern Division. Injunction granted.

Chicago, Burlington & Quincy Railroad Company et al. v. Interstate Commerce Commission. Northern District of Illinois, Eastern Division. Injunction granted.

Northern Pacific Railway Company v. Interstate Commerce Commission. District of Minnesota. Injunction granted.

Chicago, Milwaukee & St. Paul Railway Company v. Interstate Commerce Commission. Northern District of Illinois, Eastern Division. Bill dismissed.

Philadelphia & Reading Railway Company v. Interstate Commerce Commission. Eastern District of Pennsylvania. Bill dismissed.

Appeals have been taken in behalf of the Commission in the first three cases above named. No appeal has yet been taken by the complainants in either of the three last cases.

SAFETY APPLIANCES.

The statistical reports of the Commission show that in 1893 the number of men employed in coupling and uncoupling cars for each one killed was 349, while in 1908 the number employed for each one killed was 983. The number of men employed in coupling and uncoupling cars for each one injured in 1893 was 13, while in 1908 it was 62. Stated in another way, the number of men killed in coupling and uncoupling cars for each 1,000 employed was 3 in 1893 and 1 in 1908. The number of injuries for each 1,000 men employed in this service was 77 in 1893 and 16 in 1908.

That it is in no sense impossible for a carrier to keep its car couplers in complete repair as contemplated by the statute is evidenced by the fact that inspectors of the Commission have gone over a large railway system without finding any defective couplers.

As pointed out in previous reports of the Commission, however, the law is too limited in its scope to afford that full measure of

protection to which railroad employees are entitled. All the appliances included in the standards for the protection of trainmen are examined by our inspectors and their condition noted, but as the majority of such appliances are not covered by the law and no penalty is attached to their use in a defective condition, it is not possible to exercise the same supervision over them that can be exercised over the particular appliances covered by the law. Such appliances as sill steps, ladders, roof hand holds, running boards, and hand brakes are vitally necessary for the safety of employees, and it is of the highest importance that they be properly applied and maintained in the best possible condition; but as these appliances are not covered by the law, proper attention is not always given them and they are often permitted to run in an unsafe condition. A bill (H. R. 26725) calculated to remedy this defect in the law was passed by the House at the first session of the present Congress, but failed to be reported in the Senate, probably on account of lack of time due to the expiring session. This bill in no way advanced the interest of any inventor or proprietor of a particular device, and it is earnestly recommended that a similar measure be passed by the Congress at its present session.

The strongest argument for the extension of the law here recommended is found in the necessity to secure uniform equipment. It is of vital importance to employees that the appliances designed for their safety shall be placed alike on all cars of the same class, so that they may know with certainty, night or day, that they will always find them in like positions and locations. The Master Car Builders' Association prescribes standard locations and forms of application for the various appliances here enumerated, but as optional methods of application are permitted, and the rules are not compulsory, the result is confusion, which has been disastrous to hundreds of switchmen and other railroad employees.

Many years' experience has demonstrated the impossibility of securing the desired uniformity through voluntary action of those responsible for the equipment of cars. It therefore becomes necessary that the question should be dealt with in the same manner as the Congress has already dealt with couplers, grab irons, and power brakes.

The Master Car Builders' Association has justified its standardization of the uncoupling lever, brake-step bracket, and hand rail as substitutes for grab-irons by a decision of the federal district court in the district of Massachusetts, in the case of *United States v. Boston & Maine Railroad Company*, decided January 5, 1909. In his instructions to the jury in this case Judge Dodge said:

If at any place in the end of this car there was not a grab-iron or handhold, properly speaking, but some other appliance, such as a ladder or brake lever or whatever else you please, which afforded equal security with a grab-iron or a

handhold at that point, then I instruct you that the law has not been violated so far as a grab-iron or handhold at that point is concerned. Having something there which performs all the functions of a grab-iron or handhold is just the same thing as having what is properly called a grab-iron or a handhold at that point.

The jury evidently came to the conclusion on the question of fact that the appliances offered in this particular case as substitutes for the grab-iron did not afford the security to employees demanded by the law, as it rendered its verdict against the railroad company. This illustrates one of the grave objections to permitting appliances of any character to be used as substitutes for grab-irons. It leaves the matter open to question as to whether the law is complied with, and refers it to the determination of a jury on the question of fact.

Judge Dodge also held in the case before referred to that a man engaged in connecting or disconnecting the air hose between the cars is engaged in coupling or uncoupling cars within the meaning of the Safety Appliance Act, if it is necessary for him to connect or disconnect that hose in order to connect or disconnect the cars.

The decisions of the lower courts on the application of grab-irons are conflicting. The Supreme Court of the United States, however, in the *Taylor case*, has decided that the safety appliance law supplants the common-law rule of reasonable care on the part of the employer as to providing appliances defined and specified therein, and imposes upon interstate carriers an absolute duty. This decision must be taken as authoritative, and the Commission can only conclude that when the Congress specified grab-irons in section 4 of the law it meant grab-irons and not other appliances. The Commission therefore can not accept the rule of the Master Car Builders' Association, which permits certain appliances to be used as substitutes for the grab-iron, and will insist that grab-irons be applied wherever the law requires them.

The Commissions' inspectors have been conducting standing tests of air brakes in trains at the various railroad terminals to determine the efficiency of the brakes in use. These tests have served to disclose the actual condition of the brakes in ordinary service, and by bringing their condition directly to the attention of those responsible for the maintenance of air-brake equipment have led to excellent results. The tests have shown that freight trains have been permitted to leave terminals with about 15 per cent of their power brakes in a defective and inoperative condition. Of course, it was impossible to obtain any benefit from these defective brakes.

On May 5, 1909, the Commission held a hearing on the question of increasing the minimum percentage of power brakes to be used in trains. This hearing developed that approximately 97.5 per cent of the freight cars owned by the railroads of the country were then

equipped with air brakes, and that equipment was proceeding at such a rate as to make it practically certain that all freight cars in ordinary service would soon be equipped with power brakes. In view of these conditions, the Commission has not yet taken further action looking to an increase in the minimum percentage of brakes to be used in trains for the reason that section 2 of the amended safety appliance law distinctly requires that all power-braked cars which are associated together with the minimum required by law shall have their brakes used and operated. This can only be construed to mean that when trains are composed entirely of power-braked cars, all cars in such trains must have their brakes used and operated. In short, it means 100 per cent of brakes to be used and operated on every train having all its cars equipped with power brakes. The law provides that the Commission may increase the minimum percentage of cars required to be operated with power brakes from time to time, but grants the Commission no authority with respect to the further provision that "all power-braked cars in such train which are associated together with said 50 per centum shall have their brakes so used and operated." It is therefore evident that the Commission has no power to make an order permitting the operation of any percentage of brakes less than 100 per cent on trains that are 100 per cent equipped, as the effect of such an order would be to decrease the percentage required by law and the Commission's power extends only to the matter of increasing such percentage.

Previous to the date of the hearing above referred to a general misunderstanding seems to have prevailed concerning that portion of the law which requires that all power-braked cars associated together with the minimum shall have their brakes used and operated, the belief evidently being that if 75 per cent of the cars in a train had their brakes in condition to be used and operated the law was complied with. This erroneous view led to the interchange of cars between various roads which a reasonable inspection would have shown to have their brakes in such a defective condition as to render them inefficient and unsafe for use on heavy grades. Since the hearing above noted, and the terminal tests which have been conducted by our inspectors, a different view has become prevalent, and now in many cases cars with defective brakes are being treated at interchange points the same as cars having other safety appliance defects. This can not fail to produce results which will enable the railroads to obtain the maximum efficiency from the brakes which they have been at such great expense to install.

The American Railway Association recommends that all cars on freight trains shall be equipped with power brakes, and the rules of the Master Car Builders' Association now require that all cars offered in interchange must be equipped with air brakes. As the result,

practically all freight cars in the country are now provided with power-brake equipment, and it only remains to see that this equipment is maintained in efficient working order, and not permitted to pass from one road to another in defective condition, to secure the maximum good results from the equipment.

The Commission desires to emphasize the fact that considerable increase in brake efficiency could be obtained by paying more attention to the condition of retaining valves. No power brake is efficient on a mountain grade without a good retainer; yet these important adjuncts to the brake system are often improperly applied, and on level roads, where they are not needed, they are given no attention, with the result that when cars from these level roads are transferred to roads having heavy grades the brakes are in an unsafe condition, due entirely to the lack of efficient retainers.

A great many hand brakes are still found working in opposition to the air brakes. When hand brakes are connected in this way they are exceedingly dangerous, as men are likely to be thrown from the tops of cars at any time when using them. The dangers of this form of application have been pointed out so often, and are so generally recognized, that it is rather surprising at this late day to find hand brakes applied in that manner.

The law requiring locomotives to be equipped with ash pans that can be dumped and cleaned without the necessity of any employee going under the locomotive for that purpose becomes effective on January 1, 1910. Section 4 of this law makes it the duty of the Interstate Commerce Commission to enforce its provisions, and in order to learn the condition in which ash-pan equipment is likely to be on January 1 the Commission has obtained information covering the equipment of 50,879 locomotives. Of this number, 26,336 are equipped with pans that are designed to meet the requirements of the law, and the reports indicate that a further number of 19,676 locomotives are expected to be properly equipped before January 1, 1910. Of the total number reported, 2,813 come within the exception of section 6 of the law, and 25 are to be retired from service before the end of the year. The reports also indicate that there will remain 2,029 locomotives, on 23 roads, to be equipped after the law becomes effective.

During the year ending June 30, 1909, there have been transmitted to the various United States attorneys cases involving 302 distinct violations of the law. One hundred and eighty-one of these violations are now pending and 36 have gone to trial, of which 32 have been decided in favor of the Government.

Since the enactment of the law there have been sent to the United States attorneys 2,692 separate violations, and penalties amounting to more than \$140,000 have been recovered.

Following is a brief summary of the main points decided by the federal courts in recent important decisions construing the Safety Appliance Acts:

Since the decision of the Supreme Court of the United States in the case of *St. Louis, Iron Mountain & Southern Ry. v. Taylor*, 210 U. S., 281, referred to in the last report of the Commission, holding that the Safety Appliance Acts impose upon the railroad companies an unqualified and absolute duty, and that they move cars in a defective condition at their peril, attempts have been made on the part of the railroads to distinguish this case, which was a suit brought by an individual for damages, insisting that a different ruling should apply in a suit by the Government for the statutory penalty.

The circuit court of appeals for the fourth circuit in the case of *Atlantic Coast Line R. R. v. United States*, 168 Fed., 175, decided March 1, 1909, the circuit court of appeals for the seventh circuit in the case of *Wabash R. R. v. United States* (not yet reported), decided June 23, 1909, and the circuit court of appeals for the eighth circuit in the cases of *United States v. Southern Pacific Co.*, 169 Fed., 407, decided April 3, 1909, and *Chicago, Burlington & Quincy Ry. v. United States*, 170 Fed., 556, decided April 24, 1909, have all held that no such distinction can properly be made.

The district court for the district of New Jersey in the case of *United States v. Erie R. R.*, 166 Fed., 352, the district court for South Carolina in the cases of *United States v. Atlantic Coast Line Ry.* and *United States v. Southern Ry.* (not reported), decided February 24, 1909, the district court for the western district of North Carolina in the case of *United States v. Southern Ry.*, 170 Fed., 1014, the district court for the northern district of West Virginia in the case of *United States v. Baltimore & Ohio R. R.* (not reported), decided January 18, 1909, and the district court for the western district of Pennsylvania in the case of *United States v. Baltimore & Ohio R. R.*, 170 Fed., 456, have also taken this view of the law.

In fact, no court, with the exception of the circuit court of appeals for the sixth circuit in the case of *United States v. Illinois Central R. R.*, 170 Fed., 542, and the district courts within that circuit, has taken the other view of the matter.

In the case of *Henry Brinkmeier v. Missouri Pacific Ry.* in the supreme court of Kansas, decided November 6, 1909 (not yet reported), in which the Commission filed a brief as *amicus curiæ*, in support of the absolute character of the Safety Appliance Act, that court, following the decision of the Supreme Court of the United States in the *Taylor case*, reversed its former decision to the effect that the railroad company was only bound to use ordinary care and due diligence in keeping its appliances in repair and held that—

The several sections of the act of Congress of 1893 (ch. 196, 27 Stat. L., 531) making it unlawful for railroad companies engaged in interstate commerce to

use cars not equipped with certain specified appliances are framed upon the same general plan, and, notwithstanding any minor differences in their language, a declaration of the Supreme Court of the United States that one of them is intended to impose upon the carrier the absolute duty of keeping in good repair the equipment therein required, irrespective of any question of negligence, determines that a like interpretation is to be given to the others.

Considerable doubt at one time existed as to whether or not a suit under the Safety Appliance Acts to recover the statutory penalty was a civil or a criminal prosecution, but in view of the principles announced by the Supreme Court of the United States in the recent decision in the case of *Hepner v. United States*, 213 U. S., 103, and the decisions of the circuit courts of appeal for the fourth, sixth, and eighth circuits in the case of *Atlantic Coast Line R. R. v. United States*, 168 Fed., 175, *United States v. Illinois Central R. R.*, 170 Fed., 542, and *Chicago, Burlington & Quincy Ry. v. United States*, 170 Fed., 556, respectively, it is now authoritatively settled that these suits are civil and that the Government need only make out its case by a preponderance of the evidence.

An important decision under the amended Safety Appliance Act was rendered by the circuit court of appeals for the seventh circuit in the case of *Wabash R. R. v. United States* and *Elgin, Joliet & Eastern Ry. v. United States*, decided together, 168 Fed., 1, holding that—

The amendment of March 2, 1903, to the Safety Appliance Act applies to all cars and trains operated by a railroad carrier of interstate commerce over an interstate highway, irrespective of whether they are operated between points situated in the same State, or whether they are empty, or whether the traffic carried is intrastate traffic; and is constitutional.

A penal statute, or one in derogation of the common law, should not be hedged in to less than the legislative intent if that is clearly revealed by the act as a whole. From the title and from every part of the Safety Appliance Acts it is indisputable that the purpose was to promote the safety of interstate passengers and freight and to protect the lives and limbs of railroad employees while engaged in the work of interstate transportation.

The circuit court of appeals for the ninth circuit in the case of *Pacific Coast Ry. v. United States* (not yet reported), decided October 4, 1909, following the decision by the circuit court of appeals for the eighth circuit in *United States v. Colorado & Northwestern R. R.*, 157 Fed., 321, holds that the Federal Safety Appliance Acts apply to and govern a railroad company which transports articles of interstate commerce, even though it may operate entirely within a single State, independently of all other carriers, the transportation of articles of interstate commerce being the test of the application of these acts, and that the construction of the language of the Safety Appliance Acts is not controlled by the language or by the interpretation of the terms of the act to regulate commerce.

And the circuit court of appeals for the seventh circuit in the case of *Belt Ry. of Chicago v. United States*, 168 Fed., 542, decided February 3, 1909, affirmed the decision of the lower court and held that a belt-line railway company, operating a line lying wholly within a city, county, or State, while moving a commodity originating at a point in one State and destined to a point in another State, is engaged in interstate commerce by railroad, and as such is within the Federal Safety Appliance Acts.

In a similar case, *Union Stock Yards Co. v. United States*, 169 Fed., 404, decided April 2, 1909, the circuit court of appeals for the eighth circuit held that—

A stock-yards company which owns and maintains at a large shipping point an extensive stock yards which is in effect the live-stock depot of all the railroad companies doing business at that point, and which owns and maintains several miles of railroad tracks extending over its own premises from its stock yards to a transfer track (also on its own premises) connecting with the several tracks of the railroad companies, and which, by means of its own locomotives and servants, transports for hire over its tracks all shipments of live stock accepted by the railroad companies for carriage to and from such stock yards, including such shipments as are interstate, is a common carrier engaged in interstate commerce by railroad within the meaning of the safety appliance law of Congress, although the cars in which it transports such shipments are in every instance the cars of the railroad company from which the shipment is received or to which it is delivered at the transfer track, and although the stock-yards company does not collect the compensation for its service directly from the shippers or consignees, but only from the railroad companies delivering the loaded cars to it, or receiving them from it, at the transfer track, and although its service is performed and its compensation is paid in accordance with a contract between it and the railroad companies.

The circuit court of appeals for the eighth circuit in the cases of *Chicago & North Western Ry. v. United States*, 168 Fed., 236, decided March 10, 1909, and *United States v. Southern Pacific Co.*, 169 Fed., 407, decided April 3, 1909, on the question of moving defective cars for the purpose of repair, held that any movement of vehicles after they become defective, for the purpose of repairing them, must, in order to escape the penalties imposed by the Safety Appliance Act, be wholly excluded from commercial use themselves and from other vehicles which are commercially employed.

The question is still open, however, as to whether or not an employee injured in a movement of this kind for the purpose of repair only and where the cars were not commercially used, could recover damages under section 8 of the act, providing that an employee shall not be deemed to have assumed the risk occasioned by any car, locomotive, or train in use contrary to the provisions of the act.

RAILWAY ACCIDENTS.

The falling off in the number of casualties to passengers and employees on railways noted in the last annual report of the Commission, continued to manifest itself in the year ending June 30, 1909. As shown by the following summary, the number of passengers killed in train accidents was 131 in 1909, as compared with 165 for the previous year. There is also a decrease in the number of employees killed and injured. The number of employees killed in coupling accidents decreased from 239 in 1908 to 161 in the year just closed, a reduction of 32 per cent.

Casualties to passengers and employees, years ending June 30—

	1909.		1908.		1907.		1906.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers:								
In train accidents.....	131	5,865	165	7,430	410	9,070	182	6,778
Other causes.....	204	6,251	241	5,215	237	4,527	236	4,407
Total.....	335	12,116	406	12,645	647	13,597	418	11,185
Employees:								
In train accidents.....	520	4,877	642	6,818	1,011	8,924	879	7,483
In coupling accidents.....	161	2,353	239	3,121	302	3,948	311	3,503
Overhead obstructions, etc.....	76	1,229	110	1,353	134	1,591	132	1,497
Falling from cars, etc....	481	10,259	668	11,735	790	12,565	713	11,253
Other causes.....	1,218	33,086	1,699	33,317	2,116	35,661	1,772	31,788
Total.....	2,456	51,804	3,358	56,344	4,353	62,689	3,807	55,524
Total passengers and employees.....	2,791	63,920	3,764	68,989	5,000	76,286	4,225	66,709

The diminished volume of traffic that has been moved by the railroads during the slack period which began in 1907 must not be forgotten. It can not be said that extra precautionary measures have been taken for the prevention of accidents, and with the increased volume of business which from present appearances the railroads will be called upon to handle during the coming year, an increase in railway accidents is not improbable.

Mere statistics only call attention to the necessity of preventing accidents; they afford no help in solving the problem. Some kinds of accidents, notably collisions of trains, are due in considerable measure to wrong systems of operation or to defective discipline or education of the men; evils which are not cured either by a falling off in volume of business or by dismissing the less careful employees. The accident records, when studied for details of causes, show this year the same need for the correction of faults in operating methods which has been shown in other years, and which has been set forth in former reports of the Commission.

A basis for this study of causes is found in the quarterly accident bulletins. The four bulletins issued by the Commission for the last

fiscal year contain notes on the causes of 122 of the more prominent train accidents of the year—66 collisions and 56 derailments. Nearly every one of these notes, by its incompleteness, emphasizes the demand for public investigation of accidents. Such information as can be gained by correspondence is unsatisfactory at best. The demand for the real publicity which would be afforded by impartial investigation has been voiced by the daily and the technical press, and has been set forth in former reports of this Commission. Of the 66 collisions just mentioned, 19, costing 33 lives, were due to errors or neglect on the part of telegraphers or dispatchers. This feature is more fully dealt with in the report of the Block Signal and Train Control Board. Twelve were due to errors or neglect of conductors and enginemen coincidently, most of these illustrating the weakness of the rule under which the cooperation or joint action of these two men is depended on to prevent collision. Disregard of signals by enginemen, excessive speed, mismanagement of air brakes, and forgetting dispatchers' orders are other familiar causes in the list. Of the 56 prominent derailments, besides the common causes—defects of track, of wheels and brake rigging and others well known—"malicious obstruction of track," washout, landslide, burned bridge, and "undiscovered" appear prominently as causes.

All of these causes of accidents call for public investigation without regard to the frequency or infrequency of their occurrence.

The net increase in block-signal mileage in the United States for the year 1908 amounted to but 876 miles. It may be noted, however, that automatic block-signal mileage comprised the whole of this increase, the manual block mileage decreasing 517 miles and the automatic increasing 1,387 miles. Reports of block-signal mileage for the year 1909 are now being received, but the compilation of the figures has not yet continued far enough to enable a statement to be made concerning conditions for the present year.

For the year 1909 the Commission has asked for information covering the use of the telephone in the operation of trains. It appears that the telephone is to a large extent displacing the telegraph, not only in block-signal work but in train dispatching as well. The Commission has conducted an inquiry into the question of safety in the use of the telephone as compared with the telegraph. Experience with the telephone has not yet proceeded far enough to enable a positive conclusion as to its comparative safety to be reached, but in a general way it may be said that the question of safety seems to hinge almost entirely upon the personnel and the methods used in the operation of the telephone.

BLOCK SIGNAL AND TRAIN CONTROL BOARD.

The time of the block signal and train control board during the past year has been taken up mostly in examining plans, drawings, and models of inventions, nearly all of which were lacking either in merit or novelty. Of 328 inventions of various kinds which have been fully examined during the year only 12 have been held by the board to be of sufficient merit to warrant conducting tests of them at government expense if satisfactory installations for that purpose are offered by the proprietors.

A mechanical trip automatic train stop has been tested by the board on the lines of the Chicago, Burlington & Quincy Railroad, the test continuing from December 4, 1908, to April 30, 1909. This invention met the conditions imposed by the test fairly well, and it was the opinion of the board that if certain faults of design were corrected and if the apparatus were well inspected and maintained the device would be safe and reliable and its use would tend materially to promote safety in the operation of railway trains.

Arrangements are being made to test an overhead mechanical trip train stop on the tracks of the Erie Railroad during the coming winter. Proprietors of other devices that have received the approval of the board have not yet provided suitable installations for purposes of test.

An important part of the board's work during the past year has been the inspection of the personnel of telegraph offices and block-signal stations, and the methods of operation followed in such offices, on a number of prominent railroads. This inspection has afforded a mass of information leading to the conclusion that in the employment and discipline of telegraph operators and signal men the practice on many roads is open to grave criticism. Men lacking in experience, others having considerable experience but lacking in character or not well trained, and boys too young to have had satisfactory experience have been found in all parts of the country. Bad methods have been found to exist in the running of trains on a number of single-track railroads, and in a few such cases the faults of practice have been such as to nearly or quite warrant the use of the term *dangerous*.

The board has made further inquiry concerning the A B C method of operating the block system as used on the Northern Pacific Railroad. The use of this system has been extended during the past year, and it is now in operation on over 600 miles of the Northern Pacific Railway Company's lines. The system saves time mainly in the issuing of dispatcher's orders, and its tendency is to promote accuracy and vigilance on the part of the employees. The Northern Pacific has found that with the A B C system in use its heavy freight

trains are run over the road in 20 per cent less time than under the old system, and it has enabled trainmen to earn their regular mileage pay in fewer hours than formerly. Theoretically the system is simpler for safeguarding opposing train movements on single track than the time table and dispatcher system. It does not provide immunity, however, against the mistakes of dispatchers and operators, as is proved by two collisions that have occurred on the Northern Pacific at meeting points where the system was in force, both of which were due to mistakes of the train dispatcher in directing both of the trains to continue along the main track at a meeting point, and the station operators did not discover and correct the dispatcher's error. Since the occurrence of these collisions the Northern Pacific has adopted a rule requiring both trains at meeting points to stop at the approach to stations; that is, before reaching the first switch.

A number of specifications and plans of devices for the improvement of power brakes have been examined by the board, but no device has yet been fully approved. Some of these inventions possess merit sufficient to justify further investigation, but the great majority of them appear to have been designed by persons who are not familiar with the requirements of modern service.

A number of plans and specifications of automatic connectors for air, steam, and signal hose have been examined. The adoption of a practical automatic hose connector is important to both the railroads and to their employees, as a time saver and as a safety device. Connectors have been in use on passenger cars on a few important railroads for the past four or five years, but their use has not been extended to freight service. Most of the new inventions examined by the board seem to possess defects that unfit them to meet the exacting requirements of railway operating conditions.

The board has examined a considerable number of designs of railway rails, rail joints, ties, and track fastenings of various forms. In by far the greater number of these devices the drawings and descriptions indicate that the inventors are unfamiliar with the requirements that such devices must meet. Of the tie inventions, some of the designs have shown more or less merit, considering them from a purely mechanical or scientific standpoint, but no tests have yet been undertaken.

The report of the board, including several papers showing the results of special investigations conducted, will be issued as a separate document.

HOURS OF SERVICE LAW.

As stated in its last annual report, the means adopted by the Commission to ascertain whether or not the provisions of the hours of service law were being observed was a requirement that carriers

should file monthly reports, under oath, showing the excess service of employees and the causes therefor. The total number of roads served with this order was 1,237.

The case of the *Baltimore & Ohio Railroad Company v. The Interstate Commerce Commission*, involving the duty of carries to file these monthly reports as required by the Commission, was decided in the circuit court for the district of Maryland in favor of the Government, since which decision reports have been received from 58 roads which theretofore had neglected to file them. Appeal has been taken by the railroad from the decision of the court in this case, which appeal is now pending.

These monthly reports show many causes for requiring employees to be on duty for more than the statutory period. Among these causes may be mentioned "leaky valves," "hot boxes," "drawheads pulled out," "engine failures," and "broken air hose." It is again suggested that the law in this particular should be made more specific, so as to restrict the exercise of discretion on the part of carriers in determining whether or not a given incident is a "casualty" or "unavoidable accident" within the meaning of the act.

The Commission has called the attention of operating officials to these excuses, and the 4,580 letters which have been written to that end have proven very beneficial. With few exceptions, railway operating officials have accepted the Commission's interpretation of the sixteen-hour provision of section 2 of the law, and have rearranged their service in accordance with such interpretation. With regard to the provision covering the service of telegraph operators, however, the Commission's interpretation has not been generally observed.

During the past year 336 complaints have been received. The majority of these complaints have been for violations of that part of the law pertaining to telegraph operators. Seventy-six complaints have been settled by correspondence; 190 were due to a misunderstanding of the law and, after careful investigation, did not appear to be violations; 10 cases are now being prepared for submission to district attorneys, and 66 cases are still under investigation. Several of these cases under investigation are of two offices in close proximity at the same station, one office being operated during the day and the other during the night. The carriers have refused to change this service, claiming that such stations are not one office within the meaning of the law.

In the case of the *United States v. Atchison, Topeka & Santa Fe Ry. Co.*, decided April 21, 1909, in the district court of the United States for the northern district of Illinois, it was held that the word "period," as used in section 2 of the law, implies continuity of service, and that the closing of an office for a short time during the twenty-four hours does not remove it from the class of offices "con-

tinuously operated night and day." The case has been appealed, and is now pending in the United States circuit court of appeals for the seventh circuit. All roads in the United States operating 300 miles or more of track are now filing hours-of-service reports, with the following exceptions, viz:

Boston & Albany R. R.; Boston & Maine R. R.; Central R. R. of New Jersey; Chicago, Indiana & Southern Ry.; Chicago, Indianapolis & Louisville Ry.; Cleveland, Cincinnati, Chicago & St. Louis Ry.; Delaware, Lackawanna & Western R. R.; Erie R. R.; Grand Rapids & Indiana Ry.; Lake Shore & Michigan Southern Ry.; Lehigh Valley R. R.; Michigan Central R. R.; Nashville, Chattanooga & St. Louis Ry.; New York Central & Hudson River R. R.; New York, New Haven & Hartford R. R.; New York, Ontario & Western Ry.; Pennsylvania Company; Pennsylvania Railroad; Peoria & Eastern Ry.; Pere Marquette R. R.; Philadelphia & Reading Ry.; Pittsburgh, Cincinnati, Chicago & St. Louis Ry.; Rutland R. R.

STATISTICS AND ACCOUNTS.

The statistical and accounting work of the Commission during the past year has advanced along the lines laid down by the Hepburn Act. It has entered on all the new lines of inquiry opened up by that act. So far as transportation agencies by water are concerned, it is not possible to proceed very far either in the development of an accounting system or in the compilation of statistics because of the uncertainty which exists with regard to jurisdiction. If it be the desire of Congress to obtain statistical data of water transportation as well as of transportation by rail, it will be necessary for the law to express itself clearly upon that point.

DIVISION OF STATISTICS.

The most interesting attainment in the statistical work during the past year is found in the compilations of the Section of Monthly Reports. Beginning with July 1, 1907, the railways have filed each month a statement of revenues and expenses. Under date of May 31, 1909, a bulletin was published, compiled from these monthly reports, covering the nine months ending March 31 for the fiscal years 1908 and 1909. This bulletin is the first of a series of monthly statements which it is designed to publish. The monthly statements for April, May, June, July, and August are published, or are in process of publication. Under the order of the Commission, carriers are given thirty days in which to file their monthly reports, and thirty days are required for their examination and compilation, from which it appears that authoritative information covering the revenues and expenses of the reporting carriers is prepared for publication within sixty days of the close of the month to which the statements pertain. It may possibly be wise to add a few items of a sig-

nificant character to these monthly reports in order to satisfy the demand for quick information, and thus relieve the section responsible for the compilation of annual reports, which compilation is the permanent record of the organization, operation, and management of railways in the United States, from the necessity of making statements before the completion of an exhaustive examination of the annual reports of the carriers. In all cases where it was necessary to choose between accuracy in the permanent record and immediate publication, this Commission has chosen the former, believing it to be of relatively more importance; but it is gratifying to be able to report that as one result of the recent amendment to the twentieth section of the act, which provides for monthly reports from carriers, the Commission is now in a position to satisfy both requirements.

The following tables present the results of a compilation of the monthly reports of revenues and expenses received for the twelve months ending June 30, 1909, and the amounts for the year ending June 30, 1908, here given represent the 1908 returns restated by the carriers on the 1909 reports to provide a true basis for comparisons. Since a considerably greater number of carriers have filed these monthly statements during the past fiscal year, showing returns for both years, than were originally filed for 1908 alone, the comparative totals for 1908 now shown are necessarily slightly different from those previously shown in the Commission's twenty-second annual report.

Summary of operating revenues, operating expenses, and taxes for the years ending June 30, 1909 and 1908.

Item.	Year ending June 30, 1909.			Year ending June 30, 1908.		
	Amount.	Ratio to total operating revenues.	Average per mile of line. ^a	Amount.	Ratio to total operating revenues.	Average per mile of line. ^b
		<i>Per cent.</i>			<i>Per cent.</i>	
Freight revenue	\$1,682,919,304.82	68.88	\$7,222.75	\$1,659,055,663.18	68.51	\$7,271.30
Passenger revenue	564,302,580.36	23.09	2,411.87	566,245,657.84	23.38	2,481.74
Other transportation revenue	173,634,402.26	7.11	74.20	172,560,040.56	7.13	756.30
Nontransportation revenue	22,455,944.96	.92	45.38	23,680,643.18	.98	103.79
Total operating revenues	2,443,312,232.40	100.00	10,486.20	2,421,542,004.76	100.00	10,613.13
Less total operating expenses	1,615,497,233.50	66.12	6,933.39	1,687,144,975.74	69.67	7,394.42
Rail operations: Net revenue	827,814,998.90	33.88	3,552.81	734,397,029.02	30.33	3,218.71
Outside operations: Net revenue	4,198,417.87	.....	18.02	5,797,161.11	.....	25.41
Total net operating revenue	832,013,416.77	.....	3,570.83	740,194,190.13	.....	3,244.12
Taxes	89,026,226.18	.....	382.08	83,775,869.26	.....	367.17
Operating income	742,987,190.59	.....	3,188.75	656,418,320.87	.....	2,876.95

^a On basis of average mileage operated during the year, 233,002.67 miles; mileage operated at end of year, 234,182.70 miles.

^b On basis of average mileage operated during the year, 228,164.80 miles; mileage operated at end of year, 229,952.36 miles.

and 1908.

y in the returns of the proprietary or lessee roads.]

	General.	Total.	Rail operations. (Net operating revenue or deficit.)	Outside operations. (Net revenue or deficit.)	Taxes.	Operating income (or loss).
July,	394,335.36 21.97	a \$128,051,813.57 552.34	\$67,194,320.89 289.83	\$847,248.45 3.66	\$7,151,698.13 30.85	\$60,889,871.21 262.64
July,	360,269.64 21.95	b 152,992,445.34 676.98	75,679,804.87 334.88	726,026.97 3.21	6,786,724.77 30.03	69,619,107.07 308.06
Aug,	368,086.97 20.98	c 131,682,101.19 567.51	75,252,163.98 324.31	907,168.76 3.91	7,270,732.79 31.33	68,888,599.95 296.89
Aug,	372,714.92 21.96	d 156,837,914.46 692.53	84,465,554.55 372.96	985,428.82 4.35	6,889,234.33 30.42	78,561,749.04 346.89
Sept,	347,136.67 21.75	e 137,233,720.71 591.37	81,834,939.35 352.65	638,877.63 2.75	7,387,545.60 31.84	75,086,271.38 323.56
Sept,	29,220.24 22.62	f 156,631,780.14 690.64	77,755,119.14 342.84	717,922.41 3.17	6,824,000.18 30.09	71,649,041.37 315.92
Octo,	186,580.34 22.31	g 143,614,821.11 617.91	88,756,061.13 381.88	567,210.79 2.44	7,659,012.84 32.90	81,664,259.08 351.37
Octo,	278,820.75 23.24	h 166,999,266.31 735.40	83,576,490.88 368.04	587,005.20 2.58	7,084,495.63 31.20	77,079,000.45 339.42
Novel,	48,625.19 22.14	i 137,086,459.92 589.42	74,511,331.66 320.37	192,000.48 .83	7,487,173.19 32.19	67,216,158.95 289.01
Nove,	232,745.61 22.98	j 154,150,468.27 677.08	66,294,996.44 291.19	414,086.01 1.82	6,913,003.27 30.37	59,796,079.18 262.64
Decel,	85,610.56 24.43	k 137,234,257.35 589.74	68,674,839.33 295.12	369,582.14 1.59	7,473,218.80 32.12	61,571,202.67 264.59
Decel,	715,191.58 25.07	l 142,631,008.05 625.60	51,673,960.70 226.65	468,008.91 2.05	6,834,905.31 29.98	45,307,664.30 198.72
Janu,	496,277.54 23.58	m 132,659,037.29 569.13	50,480,381.12 216.57	98,717.80 .43	7,301,059.10 31.32	43,080,604.22 184.82
Janu,	360,836.25 23.42	n 132,502,830.17 579.42	41,108,979.12 179.77	282,284.76 1.23	6,738,893.02 29.47	34,652,370.86 151.53
Febr,	210,627.54 22.32	o 125,229,071.13 536.35	49,194,760.40 210.69	152,531.66 .65	7,235,556.46 30.99	41,806,672.28 179.05
Febr,	088,017.69 22.21	p 123,773,905.76 540.38	37,311,587.31 162.89	86,467.89 .38	6,789,868.95 29.64	30,608,186.25 133.63
Marc,	349,880.68 22.89	q 136,086,298.91 582.31	69,613,713.43 297.87	78,404.01 .34	7,495,215.28 32.07	62,196,902.16 266.14
Marc,	216,980.98 22.77	r 128,200,064.54 559.63	55,309,870.93 241.44	156,723.87 .68	6,982,550.40 30.48	48,484,044.40 211.64
April,	324,612.71 22.71	s 134,612,576.24 575.69	62,380,527.45 266.78	234,106.33 1.00	7,330,330.49 31.35	55,284,303.29 236.43
April,	056,671.45 22.03	t 124,284,163.81 541.53	50,787,440.14 221.29	375,228.57 1.64	7,138,450.95 31.31	44,024,217.76 191.82
May,	277,647.17 22.54	u 135,846,301.36 580.26	65,725,770.33 280.75	131,363.57 .56	7,507,173.32 32.07	58,349,960.58 249.24
May,	101,160.81 22.21	v 123,932,568.00 539.53	50,594,569.71 220.26	433,748.96 1.89	7,189,794.98 31.30	43,838,523.69 190.85
June,	341,487.46 24.94	w 136,160,774.72 581.43	74,196,189.83 316.83	483,705.17 2.07	7,727,510.18 33.00	66,952,384.82 285.90
June,	258,523.06 22.87	x 124,208,560.89 540.15	59,838,655.23 260.22	563,628.74 2.45	7,603,947.47 33.07	52,798,336.50 229.60
Ratio	530,908.19 272.66 2.60	y 1,615,497,233.50 6,933.39 66.12	827,814,998.90 3,552.81 33.88	4,198,417.87 18.02	89,026,226.18 382.08	742,987,190.59 3,188.75
	371,152.98 273.36 2.58	z 1,687,144,975.74 7,394.42 69.67	734,397,029.02 3,218.71 30.33	5,797,161.11 25.41	83,775,869.26 367.17	656,418,320.87 2,876.95

April.	May.	June.	Total.
\$4,062,277.98	\$4,463,799.16	\$5,079,347.69	\$50,803,357.03
2,902,225.01	2,956,939.78	3,255,674.80	39,979,340.21
3,828,171.65	4,332,435.59	4,595,642.52	46,604,939.16
2,526,996.44	2,523,190.82	2,692,046.06	34,182,179.10
234,106.33	131,363.57	483,705.17	4,198,417.87
375,228.57	433,748.96	563,628.74	5,797,161.11

0 unclassified.
64 unclassified.
1 unclassified.
61 unclassified.

w Includes \$1,650.10 unclassified.
x Includes \$37,064.33 unclassified.
y Includes \$23,420.01 unclassified.
z Includes \$546,631.04 unclassified.

General summary of monthly reports of revenues and expenses of all classes of steam roads for the years ending June 30, 1909 and 1908.

[Includes switching and terminal companies, excepting only those properties operated at cost for the joint benefit of tenant lines, whose revenues and expenses are covered monthly in the returns of the proprietary or lessee roads.]

Period.	Item.	Mileage operated (at end of month in Roman type; average for the year in italics).	Operating revenues.					Operating ratio.	Operating expenses.							Rail operations (Net operating revenue or deficit.)	Outside operations (Net revenue or deficit.)	Taxes.	Operating income (or loss).
			Freight.	Passenger.	Other transportation.	Nontransportation.	Total.		Maintenance of way and structures.	Maintenance of equipment.	Traffic.	Transportation.	General.	Total.					
July, 1908.	Amount.	<i>231,836.39</i>	<i>\$127,506,731.55</i>	<i>\$52,254,903.38</i>	<i>\$13,650,779.47</i>	<i>\$1,773,720.90</i>	<i>\$195,246,134.46</i>	<i>65.59</i>	<i>\$26,991,558.50</i>	<i>\$27,530,632.42</i>	<i>\$4,005,219.05</i>	<i>\$64,427,089.11</i>	<i>\$5,094,355.36</i>	<i>\$128,051,813.57</i>	<i>\$67,194,330.89</i>	<i>\$847,248.45</i>	<i>\$7,151,698.13</i>	<i>\$60,889,871.21</i>	
	Average per mile.	<i>550.24</i>	<i>\$52,254,903.38</i>	<i>\$52,254,903.38</i>	<i>\$13,650,779.47</i>	<i>\$1,773,720.90</i>	<i>\$195,246,134.46</i>	<i>65.59</i>	<i>\$26,991,558.50</i>	<i>\$27,530,632.42</i>	<i>\$4,005,219.05</i>	<i>\$64,427,089.11</i>	<i>\$5,094,355.36</i>	<i>\$128,051,813.57</i>	<i>\$67,194,330.89</i>	<i>\$847,248.45</i>	<i>\$7,151,698.13</i>	<i>\$60,889,871.21</i>	
July, 1907.	Amount.	<i>225,991.22</i>	<i>\$154,726,384.28</i>	<i>\$66,615,068.85</i>	<i>\$15,041,384.28</i>	<i>\$2,289,567.85</i>	<i>\$228,672,520.61</i>	<i>66.90</i>	<i>32,518,795.53</i>	<i>35,806,242.53</i>	<i>4,316,288.74</i>	<i>75,339,137.19</i>	<i>4,960,269.64</i>	<i>\$152,962,445.34</i>	<i>75,679,804.87</i>	<i>726,026.97</i>	<i>6,786,724.77</i>	<i>69,619,107.07</i>	
	Average per mile.	<i>584.05</i>	<i>\$66,615,068.85</i>	<i>\$66,615,068.85</i>	<i>\$15,041,384.28</i>	<i>\$2,289,567.85</i>	<i>\$228,672,520.61</i>	<i>66.90</i>	<i>32,518,795.53</i>	<i>35,806,242.53</i>	<i>4,316,288.74</i>	<i>75,339,137.19</i>	<i>4,960,269.64</i>	<i>\$152,962,445.34</i>	<i>75,679,804.87</i>	<i>726,026.97</i>	<i>6,786,724.77</i>	<i>69,619,107.07</i>	
August, 1908.	Amount.	<i>232,034.99</i>	<i>\$134,591,177.66</i>	<i>\$56,894,604.15</i>	<i>\$13,717,092.31</i>	<i>\$1,731,395.17</i>	<i>\$206,934,265.17</i>	<i>63.63</i>	<i>27,842,046.70</i>	<i>29,285,273.38</i>	<i>3,899,484.44</i>	<i>65,784,082.10</i>	<i>4,868,056.97</i>	<i>\$131,682,101.19</i>	<i>75,252,163.98</i>	<i>\$907,168.76</i>	<i>\$7,270,732.79</i>	<i>68,888,599.95</i>	
	Average per mile.	<i>584.05</i>	<i>\$56,894,604.15</i>	<i>\$56,894,604.15</i>	<i>\$13,717,092.31</i>	<i>\$1,731,395.17</i>	<i>\$206,934,265.17</i>	<i>63.63</i>	<i>27,842,046.70</i>	<i>29,285,273.38</i>	<i>3,899,484.44</i>	<i>65,784,082.10</i>	<i>4,868,056.97</i>	<i>\$131,682,101.19</i>	<i>75,252,163.98</i>	<i>\$907,168.76</i>	<i>\$7,270,732.79</i>	<i>68,888,599.95</i>	
September, 1908.	Amount.	<i>226,472.17</i>	<i>\$162,141,546.20</i>	<i>\$61,823,230.99</i>	<i>\$15,139,408.65</i>	<i>\$1,299,283.17</i>	<i>\$241,303,409.01</i>	<i>64.99</i>	<i>34,152,085.28</i>	<i>36,578,957.94</i>	<i>4,178,833.36</i>	<i>76,913,051.28</i>	<i>4,972,714.92</i>	<i>\$156,837,914.46</i>	<i>\$84,465,554.55</i>	<i>\$985,428.82</i>	<i>\$6,889,294.33</i>	<i>78,561,749.04</i>	
	Average per mile.	<i>546.20</i>	<i>\$61,823,230.99</i>	<i>\$61,823,230.99</i>	<i>\$15,139,408.65</i>	<i>\$1,299,283.17</i>	<i>\$241,303,409.01</i>	<i>64.99</i>	<i>34,152,085.28</i>	<i>36,578,957.94</i>	<i>4,178,833.36</i>	<i>76,913,051.28</i>	<i>4,972,714.92</i>	<i>\$156,837,914.46</i>	<i>\$84,465,554.55</i>	<i>\$985,428.82</i>	<i>\$6,889,294.33</i>	<i>78,561,749.04</i>	
September, 1907.	Amount.	<i>226,793.18</i>	<i>\$160,013,752.54</i>	<i>\$57,500,712.44</i>	<i>\$14,562,599.56</i>	<i>\$2,009,822.74</i>	<i>\$234,386,890.28</i>	<i>66.82</i>	<i>33,442,129.81</i>	<i>36,255,836.58</i>	<i>4,248,594.99</i>	<i>77,516,127.52</i>	<i>\$5,129,220.24</i>	<i>\$156,631,780.14</i>	<i>\$77,552,119.14</i>	<i>\$717,922.41</i>	<i>\$6,824,080.18</i>	<i>\$71,649,041.37</i>	
	Average per mile.	<i>546.20</i>	<i>\$57,500,712.44</i>	<i>\$57,500,712.44</i>	<i>\$14,562,599.56</i>	<i>\$2,009,822.74</i>	<i>\$234,386,890.28</i>	<i>66.82</i>	<i>33,442,129.81</i>	<i>36,255,836.58</i>	<i>4,248,594.99</i>	<i>77,516,127.52</i>	<i>\$5,129,220.24</i>	<i>\$156,631,780.14</i>	<i>\$77,552,119.14</i>	<i>\$717,922.41</i>	<i>\$6,824,080.18</i>	<i>\$71,649,041.37</i>	
October, 1908.	Amount.	<i>232,419.42</i>	<i>\$166,281,413.78</i>	<i>\$49,220,536.60</i>	<i>\$14,876,798.84</i>	<i>\$1,992,132.02</i>	<i>\$232,370,882.24</i>	<i>61.80</i>	<i>28,270,944.90</i>	<i>33,587,233.07</i>	<i>4,090,238.19</i>	<i>72,477,711.48</i>	<i>\$5,186,580.34</i>	<i>\$143,014,821.11</i>	<i>\$88,756,061.13</i>	<i>\$67,210.79</i>	<i>\$7,659,012.84</i>	<i>\$81,664,259.08</i>	
	Average per mile.	<i>715.44</i>	<i>\$49,220,536.60</i>	<i>\$49,220,536.60</i>	<i>\$14,876,798.84</i>	<i>\$1,992,132.02</i>	<i>\$232,370,882.24</i>	<i>61.80</i>	<i>28,270,944.90</i>	<i>33,587,233.07</i>	<i>4,090,238.19</i>	<i>72,477,711.48</i>	<i>\$5,186,580.34</i>	<i>\$143,014,821.11</i>	<i>\$88,756,061.13</i>	<i>\$67,210.79</i>	<i>\$7,659,012.84</i>	<i>\$81,664,259.08</i>	
October, 1907.	Amount.	<i>227,086.89</i>	<i>\$179,619,402.45</i>	<i>\$52,842,359.96</i>	<i>\$15,965,417.86</i>	<i>\$2,148,576.92</i>	<i>\$250,575,757.19</i>	<i>66.64</i>	<i>\$34,811,829.27</i>	<i>\$38,927,168.32</i>	<i>4,416,082.31</i>	<i>\$83,326,327.66</i>	<i>\$5,278,820.75</i>	<i>\$166,999,266.31</i>	<i>\$83,576,490.88</i>	<i>\$87,005.20</i>	<i>\$7,084,495.63</i>	<i>\$77,079,000.45</i>	
	Average per mile.	<i>730.67</i>	<i>\$52,842,359.96</i>	<i>\$52,842,359.96</i>	<i>\$15,965,417.86</i>	<i>\$2,148,576.92</i>	<i>\$250,575,757.19</i>	<i>66.64</i>	<i>\$34,811,829.27</i>	<i>\$38,927,168.32</i>	<i>4,416,082.31</i>	<i>\$83,326,327.66</i>	<i>\$5,278,820.75</i>	<i>\$166,999,266.31</i>	<i>\$83,576,490.88</i>	<i>\$87,005.20</i>	<i>\$7,084,495.63</i>	<i>\$77,079,000.45</i>	
November, 1908.	Amount.	<i>232,577.07</i>	<i>\$151,463,082.31</i>	<i>\$43,656,222.13</i>	<i>\$15,587,232.35</i>	<i>\$1,891,254.79</i>	<i>\$211,597,791.58</i>	<i>64.78</i>	<i>25,198,965.66</i>	<i>31,807,185.70</i>	<i>3,929,986.54</i>	<i>71,041,057.51</i>	<i>\$5,148,025.19</i>	<i>\$137,086,459.32</i>	<i>\$74,511,331.66</i>	<i>\$192,000.48</i>	<i>\$7,487,173.19</i>	<i>\$67,216,158.95</i>	
	Average per mile.	<i>651.24</i>	<i>\$43,656,222.13</i>	<i>\$43,656,222.13</i>	<i>\$15,587,232.35</i>	<i>\$1,891,254.79</i>	<i>\$211,597,791.58</i>	<i>64.78</i>	<i>25,198,965.66</i>	<i>31,807,185.70</i>	<i>3,929,986.54</i>	<i>71,041,057.51</i>	<i>\$5,148,025.19</i>	<i>\$137,086,459.32</i>	<i>\$74,511,331.66</i>	<i>\$192,000.48</i>	<i>\$7,487,173.19</i>	<i>\$67,216,158.95</i>	
November, 1907.	Amount.	<i>227,669.78</i>	<i>\$157,354,455.24</i>	<i>\$45,728,550.48</i>	<i>\$15,204,487.13</i>	<i>\$2,157,961.86</i>	<i>\$230,445,464.71</i>	<i>69.92</i>	<i>28,706,267.32</i>	<i>35,468,908.48</i>	<i>4,028,628.96</i>	<i>\$80,667,067.61</i>	<i>\$5,232,745.61</i>	<i>\$154,150,468.27</i>	<i>\$69,294,966.44</i>	<i>\$14,086.01</i>	<i>\$6,913,063.27</i>	<i>\$59,796,079.18</i>	
	Average per mile.	<i>691.13</i>	<i>\$45,728,550.48</i>	<i>\$45,728,550.48</i>	<i>\$15,204,487.13</i>	<i>\$2,157,961.86</i>	<i>\$230,445,464.71</i>	<i>69.92</i>	<i>28,706,267.32</i>	<i>35,468,908.48</i>	<i>4,028,628.96</i>	<i>\$80,667,067.61</i>	<i>\$5,232,745.61</i>	<i>\$154,150,468.27</i>	<i>\$69,294,966.44</i>	<i>\$14,086.01</i>	<i>\$6,913,063.27</i>	<i>\$59,796,079.18</i>	
December, 1908.	Amount.	<i>232,703.03</i>	<i>\$142,849,236.12</i>	<i>\$46,063,127.16</i>	<i>\$15,033,860.85</i>	<i>\$1,963,172.16</i>	<i>\$205,909,096.08</i>	<i>66.65</i>	<i>22,712,439.13</i>	<i>31,915,331.04</i>	<i>4,136,776.78</i>	<i>\$72,781,382.90</i>	<i>\$5,685,610.56</i>	<i>\$137,234,237.35</i>	<i>\$68,674,839.33</i>	<i>\$369,582.14</i>	<i>\$7,473,218.80</i>	<i>\$61,571,202.67</i>	
	Average per mile.	<i>613.87</i>	<i>\$46,063,127.16</i>	<i>\$46,063,127.16</i>	<i>\$15,033,860.85</i>	<i>\$1,963,172.16</i>	<i>\$205,909,096.08</i>	<i>66.65</i>	<i>22,712,439.13</i>	<i>31,915,331.04</i>	<i>4,136,776.78</i>	<i>\$72,781,382.90</i>	<i>\$5,685,610.56</i>	<i>\$137,234,237.35</i>	<i>\$68,674,839.33</i>	<i>\$369,582.14</i>	<i>\$7,473,218.80</i>	<i>\$61,571,202.67</i>	
December, 1907.	Amount.	<i>227,990.60</i>	<i>\$131,883,128.83</i>	<i>\$45,695,212.20</i>	<i>\$14,623,150.59</i>	<i>\$2,103,477.13</i>	<i>\$194,304,968.75</i>	<i>73.40</i>	<i>21,919,825.56</i>	<i>32,914,033.50</i>	<i>4,000,144.91</i>	<i>\$77,022,721.04</i>	<i>\$5,715,191.58</i>	<i>\$142,631,005.60</i>	<i>\$51,673,960.70</i>	<i>\$468,608.91</i>	<i>\$6,834,905.31</i>	<i>\$45,307,664.30</i>	
	Average per mile.	<i>578.46</i>	<i>\$45,695,212.20</i>	<i>\$45,695,212.20</i>	<i>\$14,623,150.59</i>	<i>\$2,103,477.13</i>	<i>\$194,304,968.75</i>	<i>73.40</i>	<i>21,919,825.56</i>	<i>32,914,033.50</i>	<i>4,000,144.91</i>	<i>\$77,022,721.04</i>	<i>\$5,715,191.58</i>	<i>\$142,631,005.60</i>	<i>\$51,673,960.70</i>	<i>\$468,608.91</i>	<i>\$6,834,905.31</i>	<i>\$45,307,664.30</i>	
January, 1909.	Amount.	<i>233,090.75</i>	<i>\$126,057,638.19</i>	<i>\$41,094,638.19</i>	<i>\$13,999,632.53</i>	<i>\$1,987,601.90</i>	<i>\$183,139,418.41</i>	<i>72.43</i>	<i>21,171,307.44</i>	<i>30,945,269.37</i>	<i>4,105,062.06</i>	<i>\$70,935,499.44</i>	<i>\$5,496,277.31</i>	<i>\$132,659,336.13</i>	<i>\$50,480,381.12</i>	<i>\$87,717.69</i>	<i>\$7,301,059.10</i>	<i>\$43,800,624.22</i>	
	Average per mile.	<i>540.81</i>	<i>\$41,094,638.19</i>	<i>\$41,094,638.19</i>	<i>\$13,999,632.53</i>	<i>\$1,987,601.90</i>	<i>\$183,139,418.41</i>	<i>72.43</i>	<i>21,171,307.44</i>	<i>30,945,269.37</i>	<i>4,105,062.06</i>	<i>\$70,935,499.44</i>	<i>\$5,496,277.31</i>	<i>\$132,659,336.13</i>	<i>\$50,480,381.12</i>	<i>\$87,717.69</i>	<i>\$7,301,059.10</i>	<i>\$43,800,624.22</i>	
January, 1908.	Amount.	<i>228,682.02</i>	<i>\$118,029,824.05</i>	<i>\$40,137,824.05</i>	<i>\$13,320,537.42</i>	<i>\$2,124,163.79</i>	<i>\$173,611,809.29</i>	<i>76.32</i>	<i>20,673,508.05</i>	<i>29,874,067.12</i>	<i>3,959,376.44</i>	<i>\$67,668,608.40</i>	<i>\$5,306,376.44</i>	<i>\$132,502,380.25</i>	<i>\$41,108,979.12</i>	<i>\$282,284.16</i>	<i>\$6,738,893.02</i>	<i>\$34,632,370.16</i>	
	Average per mile.	<i>516.13</i>	<i>\$40,137,824.05</i>	<i>\$40,137,824.05</i>	<i>\$13,320,537.42</i>	<i>\$2,124,163.79</i>	<i>\$173,611,809.29</i>	<i>76.32</i>	<i>20,673,508.05</i>	<i>29,874,067.12</i>	<i>3,959,376.44</i>	<i>\$67,668,608.40</i>	<i>\$5,306,376.44</i>	<i>\$132,502,380.25</i>	<i>\$41,108,979.12</i>	<i>\$282,284.16</i>	<i>\$6,738,893.02</i>	<i>\$34,632,370.16</i>	
February, 1909.	Amount.	<i>231,399.02</i>	<i>\$121,399,402.40</i>	<i>\$37,903,302.40</i>	<i>\$13,387,884.41</i>	<i>\$1,741,009.80</i>	<i>\$174,423,889.01</i>	<i>71.79</i>	<i>\$20,146,530.96</i>	<i>29,632,376.44</i>	<i>4,004,432.84</i>	<i>\$66,234,032.84</i>	<i>\$5,210,676.44</i>	<i>\$125,229,071.44</i>	<i>\$49,194,032.84</i>	<i>\$152,681.69</i>	<i>\$7,235,556.46</i>	<i>\$41,806,672.28</i>	
	Average per mile.	<i>584.05</i>	<i>\$37,903,302.40</i>	<i>\$37,903,302.40</i>	<i>\$13,387,884.41</i>	<i>\$1,741,009.80</i>	<i>\$174,423,889.01</i>	<i>71.79</i>	<i>\$20,146,530.96</i>	<i>29,632,376.44</i>	<i>4,004,432.84</i>	<i>\$66,234,032.84</i>	<i>\$5,210,676.44</i>	<i>\$125,229,071.44</i>	<i>\$49,194,032.84</i>	<i>\$152,681.69</i>	<i>\$7,235,556.46</i>	<i>\$41,806,672.28</i>	
February, 1908.	Amount.	<i>229,050.48</i>	<i>\$110,592,050.70</i>	<i>\$36,012,244.55</i>	<i>\$12,759,867.52</i>	<i>\$1,721,320.90</i>	<i>\$161,085,493.07</i>	<i>76.84</i>	<i>\$18,331,889.25</i>	<i>27,557,789.96</i>	<i>3,808,125.27</i>	<i>\$68,733,547.27</i>	<i>\$5,088,017.69</i>	<i>\$123,733,905.76</i>	<i>\$37,311,587.31</i>	<i>\$86,467.89</i>	<i>\$6,789,868.95</i>	<i>\$30,608,186.25</i>	
	Average per mile.	<i>482.83</i>	<i>\$36,012,244.55</i>	<i>\$36,012,244.55</i>	<i>\$12,759,867.52</i>	<i>\$1,721,320.90</i>	<i>\$161,085,493.07</i>	<i>7</i>											

SUPPLEMENT TO ABOVE SUMMARY—OUTSIDE OPERATIONS.

Item.	Year ending June 30—	July.	August.	September.	October.	November.	December.	January.	February.	March.	April.	May
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The distribution of the totals in the above summary among the several months of the respective fiscal years, classified according to the general accounts for which the prescribed system of accounting makes provision, is also submitted.

As further characterizing the development of the work assigned to the Bureau of Statistics and Accounts, mention should be made of the investigation into terminal and switching properties and industrial railways. The service of terminal and switching properties differs in many respects from that of carriers, and it is the purpose of the Commission to develop a complete line of statistics covering this class of service. One step has been taken in this direction in providing a separate form of annual report for properties independently incorporated, and the question is now under consideration of securing from the line carriers a separate statement of their terminal and switching service. As a matter of information, it may be proper to state that the question of the extent to which the Commission has jurisdiction over terminal and switching companies has been raised, and the Commission has not yet been able to obtain reports from all of this class of carriers. Action will be taken to test this question, unless Congress may think it wise to determine the point at issue by an appropriate amendment to the act.

During the past two years the Commission, through its Bureau of Statistics and Accounts, has carried on an inquiry into the status of industrial railways. The prime purpose of this inquiry was to enable the Commission to determine the extent to which manufacturing, mining, and lumbering companies provided themselves with means of transporting their products to junction points, and to learn in detail the contractual and operating conditions under which this service was rendered. It was felt by the Commission that, in order to render satisfactory opinions in the specific cases brought to its attention through complaints, it was necessary to have at its command full and complete information relative to the entire situation. The compilation of railway statistics, heretofore published, has included about 150 of this class of carriers; it is found, however, upon investigation, that there exists not less than 2,600 corporations or companies which, under one form or another, are engaged directly or indirectly in moving freight or in providing facilities for its movement. The Commission will shortly publish as a special report a complete analysis of industrial railways, showing in detail, and classified by States, answers to 84 specific questions. These questions cover information relative to corporate conditions, physical conditions, operating conditions, industrial operations, traffic operations, relations with carriers, and accounting conditions. This information is gathered upon the authority conferred by the twentieth section of the act as amended in 1906, which gives the Com-

mission power to call for "special reports," and for the appointment of special examiners who may be sent into the field for personal inspection.

Mention is made of this investigation, not alone on account of the interest which attaches to it, but as a means of informing Congress of certain benefits which accrue from the increase of the Commission's authority under the twentieth section. It is the purpose of the Commission to take up from time to time special investigations, in order that when considering a special case it may have in its possession knowledge of the situation more comprehensive and more trustworthy than the knowledge which may be gained from the testimony of witnesses or the arguments of advocates.

Frequent demands have been made upon the Commission for information relative to traffic movement, whether by water or by rail, and it has been the occasion of considerable embarrassment that the Commission was not able to furnish this class of information. So far as internal traffic by rail is concerned, there is perhaps adequate authority for requiring railroads to furnish this class of information, and a plan for arriving at this result is now under consideration. It seems, however, unfortunate, in view of the large amount of tonnage transported by water lines, that no means exist at the present time for securing annually a comprehensive and properly classified statement of tonnage movements. The Commission has no definite recommendations to make relative to this point, but ventures to call the attention of Congress to the situation. To provide for this work would, of course, require a considerable expansion of the Bureau of Statistics and Accounts.

For the fiscal year ending June 30, 1907, there was compiled in the Bureau of Statistics and Accounts, and published by the Census Office, a report upon express companies. For the fiscal year 1908 reports were filed by the express companies, based upon the various accounting methods which prior to that year had been followed. The reports for the fiscal year ending June 30, 1909, are the first reports which reflect the accounting orders of the Commission. The business of express companies is found to be very complicated, and to consist, so far as transportation is concerned, of a very large number of minor services, and for this reason it has been necessary to proceed slowly and with great care in dealing with this class of carriers. The Commission has interpreted the unusual facilities granted by Congress to investigate the accounts of carriers and to test the reports which they render as imposing the peculiar responsibility that all of its statements shall be clear and trustworthy, and not be made the basis of misunderstandings relative to the business of the carrier concerned. Mention is made of this fact as suggesting why the Commis-

sion has been reluctant to make immediate use of all the reports rendered by express companies.

Since 1887 there has been a close working understanding between the Interstate Commerce Commission and a large number of the state railroad commissions relative to the form of reports rendered by carriers. The accounting orders of the Commission, whether for steam railways, electric railways, express companies, or other transportation agencies engaged in both state and interstate business, have, without exception, been accepted by the state railroad commissioners. The forms of annual report also, so far as the fundamental principles and important classifications are concerned, are the same for the state commissions and the Interstate Commerce Commission. During the past two years there has been a manifest desire on the part of state railroad commissioners to secure information from carriers relative to local conditions of transportation in which the States are peculiarly interested. This desire is easily understood and should meet with unreserved approval. At the same time it is important that the general uniformity, so far as statistics and reports are concerned, should not be impaired. This seems to be recognized by all interested parties. At the last meeting of the National Association of Railway Commissioners a resolution was adopted which, when worked to its legitimate conclusion, will make the reports of carriers to the States the complement of, rather than the duplicate of, the reports rendered by the same carriers to the Federal Government. The resolution referred to provided that the state reports should make a special feature of state tonnage and recognized the importance of a uniform rule for assigning the revenue and expenses of interstate carriers to the several States through which such carriers operate. It seems essential that the accounting and statistical work of all agencies of government which exercise supervision over common carriers should be conducted in the spirit of cooperation, and on this point the situation is wholly satisfactory.

DIVISION OF ACCOUNTS.

The Division of Accounts comprises that part of the Bureau of Statistics and Accounts which is in charge of the development of a uniform system of accounting for all carriers subject to the jurisdiction of the Commission and the supervision of the board of examiners organized under the authority granted by section 20 of the act to regulate commerce.

The general system of accounting prescribed for carriers was completed when, under date of June 21, 1909, the Commission issued orders promulgating the classification of expenditures for additions and betterments and the form of general balance sheet statement. These orders are the most important accounting orders which the

Commission has thus far promulgated, for the reason that they undertake to define explicitly and in detail the items which make up a statement of corporate assets and liabilities. It is through the rules covered by these orders, also, that the Commission has given expression to its views relative to the correct accounting treatment of abandoned property and of additions and betterments paid for out of current revenue. As a matter of information, it may be added that the rules referred to have no bearing upon the question of the issue of securities, no authority having been conferred upon the Commission for dealing with that question.

Substantial progress has been made during the past year in the development of the work undertaken by the board of examiners. Both special and general examinations have been made. The last report rendered by the board bears the number 112.

It is the purpose of special examinations to gather specific information relative to particular questions; the general examinations, on the other hand, are in the nature of a comprehensive examination of the accounts of carriers. The purpose of general examination is to determine whether or not the accounting orders and general transportation rules and principles laid down by the Commission are in fact observed by the carriers, and to note any irregularities in the practice of the carriers so far as such irregularities are reflected in the accounts. The significance of the work of the board of examiners, however, should not be measured by the number of irregularities reported which may be made the occasion of prosecution. This, undoubtedly, is an important feature of the work undertaken, but it should not be regarded as its chief aim, nor as providing a final test of its success. The ultimate purpose of the task assigned to the board of examiners is to create a condition in which improper practices will not take place because of the certainty of their discovery and exposure, and to provide a means by which the Commission can satisfy itself that such administrative rulings and transportation principles as it lays down are in fact observed by all carriers. The embarrassment which has attended the administration of the Division of Accounts up to the present time arises from the difficulty of securing competent men for the work undertaken and of retaining such men, when secured, against the competitive offers of private corporations.

SPECIAL DOCKET CLAIMS.

The purpose for which this special procedure was organized and the scope of the work have been referred to in previous annual reports of the Commission.

Soon after the passage of the Hepburn Act the Commission announced that in order to assist in the settlement of certain claims of

shippers against carriers, and as a practical means of disposing with promptness of all informal complaints that might otherwise develop into formal complaints, and in connection with which the unreasonableness of the rate or regulation is admitted by the interested carrier or carriers it would on full information authorize adjustment by special order if all the facts and conditions warranted such action. A special docket was, therefore, provided for this branch of the Commission's work, and all claims involving reparation on informal complaint were placed upon this docket, given a number, and investigated. This docket has grown from No. 1, on January 1, 1907 (the date on which the Commission's first reparation order was issued), to No. 8755, on December 1, 1909.

It might be well to state that while cases coming forward on this docket are adjusted in an informal manner, this special docket is not an informal docket except in respect to the form of pleadings and the character of the hearing. The Commission can not on the special docket exceed the authority exercised by it on the formal docket, nor may it omit any requirement with respect to cases on the special docket that the law imposes on it in the disposition of cases on the formal docket. In all cases, whether on the formal or the informal docket, the law requires a complaint and answer and a full hearing, and provides that where damages are awarded the report of the Commission shall include the findings of fact on which the award is made. The Commission has endeavored to simplify the procedure on the special docket by accepting the application of the carrier as the equivalent of a complaint and answer, and by accepting as a sufficient compliance with the requirements of section 15 for a full hearing its admission that the rate charged under the circumstances then existing was unreasonable.

It will therefore be observed that the Commission's action in special reparation cases springs from the same authority which it exercises in formal cases.

The following comparative statement will show the work performed by the claims office since its organization December 11, 1907, by annual periods:

Number of claims filed:

January 1, 1907, to December 11, 1907-----	561
December 11, 1907, to December 1, 1908-----	3, 789
December 1, 1908, to December 1, 1909-----	4, 406
Total-----	<u>8, 756</u>

Number of orders issued:

January 1, 1907, to December 11, 1907-----	561
December 11, 1907, to December 1, 1908-----	1, 045
December 1, 1908, to December 1, 1909-----	2, 379
Total-----	<u><u>3, 985</u></u>

Number of claims denied by the Commission or carrier:

December 11, 1907, to December 1, 1908.....	1, 486
December 1, 1908, to December 1, 1909.....	1, 199

Total.....	2, 685
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Amount of reparation awarded:

January 1, 1907, to December 11, 1907.....	\$104,700. 00
December 11, 1907, to December 1, 1908.....	154, 703. 71
December 1, 1908, to December 1, 1909.....	311, 978. 71

Total	571, 382. 42
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STATISTICAL REPORT FOR THE YEAR ENDING JUNE 30, 1908.

The Twenty-first Annual Report on the Statistics of Railways in the United States is published as a separate volume. An abstract of this report covering the more important data is here given.

The report is similar in many respects to preceding reports in the series. It should be said, however, that new classifications of accounts, prescribed by the Commission, were in effect during the year under consideration. Important changes also were made in the forms for annual reports of carriers for the year 1908. The results of the changes made in the interests of a standard system of accounts for railways are reflected for the first time in the statistical report for the year, consequently some of the items given are not fully comparable with similar returns in previous reports.

MILEAGE.

In comparing the mileage figures for the year ending June 30, 1908, with corresponding figures for previous years, it should be noted that the summaries for the year covered by this report do not include the mileage of switching and terminal companies. The total mileage owned, all tracks, as returned for such companies for the year 1908, was 3,711.56 miles; assigned as main track, 1,626.29 miles; yard track and sidings, 2,085.27 miles.

The report shows that, disregarding figures for switching and terminal companies, there was on June 30, 1908, a total single-track railway mileage in the United States of 233,677.71 miles, indicating an actual increase over corresponding figures at the end of the previous year of 5,930.18 miles. An increase in mileage exceeding 100 miles appears for Alabama, Arkansas, California, Florida, Idaho, Illinois, Indiana, Louisiana, Michigan, Minnesota, Mississippi, Montana, Nevada, North Carolina, North Dakota, Oklahoma, Pennsylvania, South Dakota, Texas, Washington, and West Virginia.

Substantially complete returns were rendered to the Commission for 230,494.02 miles of line operated, including 8,661.34 miles used under trackage rights.

The comparable figure for total mileage operated, single track, for the previous year (from which have been excluded the returns for switching and terminal companies) is 226,230.19 miles, from which it

appears that the actual increase in single-track mileage reported as operated in 1908 over that for 1907 is 4,263.83 miles.

The aggregate of railway mileage, other than that pertaining to switching and terminal companies, including tracks of all kinds, was 333,645.86 miles. This mileage was thus classified: Single track, 230,494.02; second track, 20,209.05; third track, 2,081.16; fourth track, 1,408.99; yard track and sidings, 79,452.64 miles. The figures indicate that there was an actual increase of 8,705.29 miles over corresponding returns for 1907 in the aggregate length of all tracks, of which 3,191.43 miles, or 36.66 per cent, represented the extension of yard track and sidings.

The number of railways, other than those classed as switching and terminal, for which mileage is included in the report is 2,161. During the year railway companies other than switching and terminal, owning 10,142.95 miles of line, were reorganized, merged, or consolidated.

EQUIPMENT.

From returns made by railways (including those classed as switching and terminal companies), there were 57,698 locomotives in the service of the carriers on June 30, 1908, indicating an increase of 2,310 over corresponding returns for previous year. These locomotives, excepting 1,124, were classified as passenger, 13,205; freight, 33,840; switching, 9,529.

The total number of cars of all classes was 2,244,357, or 117,763 more than on June 30, 1907. This rolling stock was thus assigned: Passenger service, 45,292 cars; freight service, 2,100,784; and company's service, 98,281. Figures given do not include private cars of commercial firms or corporations.

Disregarding in the assignment the equipment reported as in the service of switching and terminal companies, it appears that the average number of locomotives per 1,000 miles of line was 246, and the average number of cars per 1,000 miles of line was 9,680. The number of passenger-miles per passenger locomotive was 2,205,752, and the number of ton-miles per freight locomotive was 6,488,829.

The returns indicate that the number of locomotives and cars in the service of all the railways aggregated 2,302,055, of which 2,214,462 were fitted with train brakes, or an increase of 155,036 in equipment thus fitted over the previous year, and 2,283,784 were fitted with automatic coupler, or an increase of 124,250. Nearly all the locomotives and cars in the passenger service had train brakes, and all but 45 locomotives in the same service had automatic couplers. Less than 1 per cent of cars in passenger service were without automatic couplers. Substantially all of the freight locomotives had train brakes and automatic couplers. Of the 2,100,784 cars in freight service on June 30, 1908, the number fitted with train brakes was 2,044,367 and with automatic couplers 2,085,381.

EMPLOYEES.

The total number of persons reported as on the pay rolls of the railways of the United States on June 30, 1908 (including 21,969 employees in the service of carriers classed as switching and terminal companies), was 1,458,244. As compared with returns for June 30, 1907, there was a decrease in the total number of railway employees of 213,830.

Of the 1,436,275 railway employees other than those in the service of switching and terminal companies, there was an average of 623 per 100 miles of line. There were 57,688 enginemen, 61,215 firemen, 43,322 conductors, and 114,580 other trainmen. There were 46,221 switch tenders, crossing tenders, and watchmen.

The total number of railway employees (disregarding a small number not assigned and those employed by switching and terminal companies) was apportioned among the five general divisions of railway employment, as follows: For maintenance of way and structures, 442,936; for maintenance of equipment, 290,608; for traffic expenses, 24,817; for transportation expenses, 620,584; and for general expenses, 53,439.

The report includes summaries showing the average daily compensation of eighteen classes of employees for a series of years, and also the aggregate amount of compensation returned for the several classes. The total amount of wages and salaries reported as paid to railway employees (including those in the service of switching and terminal companies) during the year ending June 30, 1908, was \$1,051,632,225.

CAPITALIZATION OF RAILWAY PROPERTY.

On June 30, 1908, the par value of the amount of railway capital outstanding, according to the returns of carriers filing reports with the Commission, exclusive of those classed as switching and terminal companies, was \$16,767,544,827. Of this amount, \$12,840,-091,462 was outstanding in the hands of the public, which, if assigned on a mileage basis, shows a capitalization of \$57,230 per mile of line.

Of the total capital outstanding, there existed as stock \$7,373,-212,323, of which \$5,910,351,430 was common and \$1,462,860,893 was preferred; the remaining part, \$9,394,332,504 represented funded debt, consisting of mortgage bonds, \$6,610,189,953; collateral trust bonds, \$1,076,670,441; plain bonds, debentures, and notes, \$835,551,-354; income bonds, \$258,584,016; miscellaneous obligations \$268,-743,958; and equipment trust obligations, \$344,592,782.

Of the total capital stock outstanding, \$2,529,841,583, or 34.31 per cent, paid no dividends. The amount of dividends declared during the year was \$386,879,362, being equivalent to 7.99 per cent on dividend-paying stock. For the year ending June 30, 1908, the amount

of dividends declared was \$308,088,627. Of the total amount of stock outstanding, \$7,373,212,323, 6.30 per cent paid from 1 to 4 per cent; 7.64 per cent, from 4 to 5 per cent; 11.32 per cent, from 5 to 6 per cent; 12.40 per cent, from 6 to 7 per cent; 13.51 per cent, from 7 to 8 per cent; and 14.52 per cent paid 8 per cent or more. The total amount of funded debt (omitting equipment trust obligations) that paid no interest was \$655,598,627, or 7.24 per cent. Of mortgage bonds, \$487,372,930, or 7.37 per cent; of collateral trust bonds, \$14,119,518, or 1.31 per cent; of plain bonds, debentures, and notes, \$29,314,941, or 3.51 per cent; of income bonds, \$120,424,356, or 46.57 per cent; and of miscellaneous obligations, \$4,366,882, or 1.62 per cent, paid no interest.

PUBLIC SERVICE OF RAILWAYS.

The number of passengers carried by railways during the year ending June 30, 1908, was 890,009,574. The corresponding number for the year ending June 30, 1907 (exclusive of the relatively small number of passengers reported as carried by switching and terminal companies) was 867,169,311. The actual increase in the number of passengers carried during the year ending June 30, 1908, over that for 1907 was, therefore, 22,840,263. The increase in the number of passengers carried for 1907 over that for 1906 was 75,959,017.

The passenger-mileage, or number of passengers carried 1 mile, on the basis of compilation for 1908, was 29,082,836,944. The corresponding return for 1907, exclusive of the number of passengers carried 1 mile, as reported by switching and terminal companies for that year, was 27,682,738,932. The increase in the number of passengers carried 1 mile for 1908 over the corresponding figure for 1907 was 1,400,098,012. The increase in the number of passengers carried 1 mile in 1907 over that for 1906 was 2,551,313,199 passenger-miles.

The number of tons of freight shown as carried (including freight received from connections), as compiled for the year ending June 30, 1908, was 1,532,981,790, while the corresponding figure for the year ending June 30, 1907, exclusive of the tonnage reported, as carried by switching and terminal companies for that year, was 1,718,442,600, from which it appears that the decrease in the number of tons carried in 1908 under the corresponding figure for 1907 was 185,460,810. The increase in the number of tons carried in 1907 over the corresponding return for 1906 was 164,962,440 tons.

The ton-mileage, or the number of tons carried 1 mile, as shown for the year ending June 30, 1908, was 218,381,554,802 ton-miles. Excluding the returns of switching and terminal companies, the total ton-mileage as reported for the year ending June 30, 1907, was 236,534,974,172, from which it will be seen that the decrease in the ton-mileage for the year ending June 30, 1908, under the return for

1907 was 18,153,419,370 ton-miles. The increase in the number of tons carried 1 mile in 1907 over that for 1906 was 20,723,838,862 ton-miles.

The average receipts per passenger per mile, as computed for the year ending June 30, 1908, were 1.937 cents; the average receipts per ton per mile, 0.754 cent. The passenger service train revenue per train-mile was \$1.27.073; the freight revenue per train-mile was \$2.65.307. The number of tons carried 1 mile per mile of road, as computed on the basis used for the year ending June 30, 1908, was 974,654 ton-miles. The average cost of running a train 1 mile was \$1.47.340. The ratio of operating expenses to operating revenues was 69.75 per cent.

The significant general averages shown above for a number of reasons are not strictly comparable with those published for previous years.

REVENUES AND EXPENSES.

The figures for the year under consideration, as applying to operating revenues and operating expenses, have been compiled from reports of railways kept in conformity with the requirements of the new classifications pertaining to said accounts prescribed by the Commission, effective on July 1, 1907. A number of important changes have been made in the annual report forms for 1908, particularly in the grouping of certain items in connection with the Income Account and the Profit and Loss Account. The figures which follow do not include returns applying to carriers classed as switching and terminal. The changes in the income account submitted in the report under consideration are so far reaching in their results, in a number of instances, as to impair direct or close comparison with figures for similar items contained in previous statistical reports.

The operating revenues of the railways in the United States, on the basis of an average mileage operated of 227,257.02 miles, were, for the year ending June 30, 1908, \$2,393,805,989; their operating expenses were \$1,669,547,876. The following figures present a statement of the operating revenues in detail:

Freight revenue	\$1, 655, 419, 108
Passenger revenue	566, 832, 746
Mail revenue	48, 517, 563
Express revenue.....	58, 692, 091
Excess baggage revenue and milk revenue (on passenger trains)	12, 838, 647
Parlor and chair car revenue and other passenger-train revenue..	3, 480, 738
Switching revenue	19, 715, 089
Special service train revenue and miscellaneous transportation revenue	7, 082, 526
Total revenue from operations other than transportation, together with a small amount of unclassified operating revenues	21, 227, 481

The operating revenues averaged \$10,533 per mile of line.

The operating expenses, assigned to the five general classes, were:

Maintenance of way and structures.....	\$329, 373, 367
Maintenance of equipment.....	368, 353, 798
Traffic expenses	48, 262, 758
Transportation expenses.....	868, 252, 168
General expenses	55, 179, 174
Undistributed	126, 611

The operating expenses averaged \$7,346 per mile of line.

There is given below a condensed income account and profit and loss account of operating roads, which is followed by a similar statement for leased lines. For a number of items, such as dividends, taxes, etc., both statements must be taken into consideration, in order to learn the aggregate of such payments sustained by the railways of the United States.

The complete report includes a summary showing the total taxes and assessments of the railways of the United States by States and Territories; also an analysis showing the basis of assessment.

Condensed income account and profit and loss account of operating roads for the year ending June 30, 1908.^a

INCOME ACCOUNT.		
Rail operations:		
Operating revenues.....	\$2, 393, 805, 989	
Operating expenses.....	1, 669, 547, 876	
Net operating revenue.....		\$724, 258, 113
Outside operations:		
Revenues.....	46, 832, 843	
Expenses.....	40, 853, 915	
Net revenue from outside operations.....		5, 977, 268
Total net revenue.....		730, 235, 381
Taxes accrued.....		78, 673, 794
Operating income.....		651, 561, 587
Other income.....		274, 450, 192
Gross corporate income.....		926, 011, 779
Deductions from gross corporate income.....		530, 109, 305
Net corporate income.....		395, 902, 474
Disposition of net corporate income:		
Dividends declared from current income.....	271, 328, 453	
Additions and betterments charged to income.....	28, 086, 454	
Appropriations to reserves and miscellaneous items.....	21, 635, 182	
Total.....		321, 050, 089
Balance carried forward to credit of profit and loss.....		74, 852, 385
PROFIT AND LOSS ACCOUNT.		
Credit balance in profit and loss account on June 30, 1907.....		698, 159, 760
Credit balance brought from income account on June 30, 1908		74, 852, 385
Total.....		773, 012, 145
Dividends declared out of surplus.....		57, 733, 808
Difference.....		715, 278, 337
Other profit and loss items—credit balance.....		2, 885, 713
Balance credit, June 30, 1908, carried to balance sheet.....		718, 164, 050

^a Does not include returns for switching and terminal companies, and excludes a relatively small amount of data for roads the returns for which were not sufficiently complete for use in this summary.

^b Includes \$1,660 "Net deficit" for which gross revenues and expenses were not reported.

Condensed income account and profit and loss account of leased roads for the year ending June 30, 1908.^a

INCOME ACCOUNT.		
Gross income from lease of road.....	\$111,153,013	
Salaries and maintenance of organization.....	390,841	
Taxes accrued.....	5,881,352	
Net income from lease of road.....		\$104,880,820
Other income.....		5,436,129
Gross corporate income.....		110,316,949
Deductions from gross corporate income.....		62,232,508
Net corporate income.....		48,084,441
Disposition of net corporate income:		
Dividends declared from current income.....	33,843,577	
Additions and betterments charged to income.....	1,088,002	
Appropriations to reserves and miscellaneous items.....	258,580	
Total.....		35,190,159
Balance carried forward to credit of profit and loss.....		12,894,282
PROFIT AND LOSS ACCOUNT.		
Credit balance in profit and loss account on June 30, 1907.....		45,852,031
Credit balance brought from income account on June 30, 1908.....		12,894,282
Total.....		58,746,313
Dividends declared out of surplus.....		27,550,596
Other profit and loss items—debit balance.....		2,006,573
Balance credit, June 30, 1908, carried to balance sheet.....		29,189,144

^a Does not include returns for switching and terminal companies, and excludes a relatively small amount of data for roads, the returns for which were not sufficiently complete for use in this summary.

STATISTICS OF ACCIDENTS.

The data given below has been prepared from the annual reports of carriers to the Interstate Commerce Commission. The figures vary slightly from those contained in the Quarterly Accident Bulletins published by the Commission, for reasons that may be easily explained.

The total number of casualties to persons on the railways for the year ending June 30, 1908, was 114,418, of which 10,188 represented the number of persons killed and 104,230 the number injured. These figures do not include accidents reported by switching and terminal companies as follows: Employees, 65 killed, 880 injured; passengers, 2 killed, 36 injured; other persons, 58 killed, 88 injured; total, 125 killed, 1,004 injured. Casualties occurred among three general classes of railway employees, in the service of carriers other than those classed as switching and terminal, as follows: Trainmen, 1,842 killed, and 35,821 injured; switch tenders, crossing tenders, and watchmen, 137 killed, 1,068 injured; other employees, 1,426 killed, 45,598 injured. The casualties to employees coupling and uncoupling cars were: Employees killed, 222; injured, 3,378. The casualties connected with coupling and uncoupling cars are assigned as follows: Trainmen killed, 198; injured, 3,116; switch tenders, crossing tenders, and watchmen killed 9; injured, 160; other employees killed, 15; injured, 102.

The casualties due to falling from trains, locomotives, or cars in motion were: Trainmen killed, 413; injured, 5,254; switch tenders, crossing tenders, and watchmen killed, 16; injured, 171; other employees killed, 67; injured, 606. The casualties due to jumping on or off trains, locomotives, or cars in motion were: Trainmen killed, 103; injured, 5,026; switch tenders, crossing tenders, and watchmen killed, 2; injured, 133; other employees killed, 57; injured, 611. The casualties to the same three classes of employees in consequence of collisions and derailments were: Trainmen killed, 480; injured, 4,759; switch tenders, crossing tenders, and watchmen killed, 11; injured, 70; other employees killed, 63; injured, 722.

The number of passengers killed in the course of the year 1908 was 381 and the number injured 11,556; during the previous year 610 passengers were killed and 13,041 injured. There were 143 passengers killed and 6,215 injured because of collisions and derailments. The total number of persons other than employees and passengers killed was 6,402; injured, 10,187. These figures include the casualties to persons trespassing, of whom 5,489 were killed and 5,756 were injured. The total number of casualties to persons other than employees from being struck by trains, locomotives, or cars was 5,018 killed and 4,572 injured. The casualties of this class were: At highway crossings, passengers killed, 5; injured, 7; other persons killed, 832; injured, 1,755; at stations, passengers killed, 48; injured, 82; other persons killed, 464; injured, 581; at other points along track, passengers killed, 4; injured, 29; other persons killed, 3,665; injured, 2,118.

The ratios of casualties indicate that 1 employee in every 422 was killed and 1 employee in every 17 was injured. With regard to trainmen—that is, enginemen, firemen, conductors, and other trainmen—it appears that 1 trainman was killed for every 150 employed and 1 was injured for every 8 employed. Returns indicate that in 1908, 1 passenger was killed for every 2,335,983 carried and 1 injured for every 77,017 carried. For 1907, the basal figures, which include data on account of switching and terminal companies, show that 1,432,631 passengers were carried for 1 killed and 67,012 were carried for 1 injured. With respect to the number of miles traveled, the figures for 1908 show that 76,332,905 passenger-miles were accomplished for each passenger killed and 2,516,687 passenger-miles for each passenger injured. For 1907 the figures were 45,440,253 passenger-miles for each passenger killed and 2,125,493 passenger-miles for each passenger injured.

NATIONAL ASSOCIATION OF RAILWAY COMMISSIONERS.

The Twenty-first Annual Convention of the National Association of Railway Commissioners was held in the rooms of the Commission at Washington, on November 16-19, 1909. This association is com-

posed of the state railroad commissions and the Interstate Commerce Commission, and meets annually for the purpose of hearing committee reports and papers, and discussing matters affecting transportation subjects generally.

The last convention was probably the most successful one ever held in the matter of attendance and the importance of the reports, papers, and subjects considered.

All of which is respectfully submitted.

MARTIN A. KNAPP.

JUDSON C. CLEMENTS.

CHARLES A. PROUTY.

FRANCIS M. COCKRELL.

FRANKLIN K. LANE.

EDGAR E. CLARK.

JAMES S. HARLAN.

APPENDIX A.

STATEMENT OF APPROPRIATION AND EXPENDITURES AND OF
PERSONS EMPLOYED BY THE COMMISSION.

1909.

STATEMENT OF APPROPRIATION AND EXPENDITURES AND OF PERSONS EMPLOYED BY THE COMMISSION.

STATEMENT OF APPROPRIATION AND AGGREGATE EXPENDITURES FOR THE INTER- STATE COMMERCE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30, 1909.

Sundry civil act, May 27, 1908.—For salaries of Commissioners, as provided by the "act to regulate commerce".	\$70,000.00	-
For salary of secretary.....	5,000.00	
		\$75,000.00
Sundry civil act, May 27, 1908.—For all other necessary expenditures to enable the Commission to give effect to and execute the provisions of the "act to regulate commerce".....		700,000.00
To further enable the Interstate Commerce Commission to enforce compliance with section 20 of the "act to regulate commerce" as amended by the act approved June 29, 1906, including the employment of necessary special agents or examiners.....		350,000.00
To enable the Interstate Commerce Commission to keep informed regarding compliance with the "act to promote the safety of employees and travelers upon railroads," approved March 2, 1893, and to enforce the requirements of the said act.....		100,000.00
To enable the Interstate Commerce Commission to investigate in regard to the use and necessity for block-signal systems and appliances for the automatic control of railway trains (unexpended balance of \$50,000 appropriated for the fiscal year ending June 30, 1908, reappropriated and made available for the fiscal year ending June 30, 1909).....		39,236.66
Total.....		<u>1,264,236.66</u>

Amounts expended under appropriations for the fiscal year ending June 30, 1909:

As salaries to Commissioners and secretary.....	\$75,000.00	
All other necessary expenditures.....	687,600.36	
Examination of accounts, act approved June 29, 1906..	105,223.92	
Safety appliance act, approved March 2, 1893.....	99,630.76	
Block signal and train control.....	21,481.28	
Total.....		988,936.32
Unexpended balance of appropriations, June 30, 1909:		
All other necessary expenditures.....	\$12,399.64	
Examination of accounts, act approved June 29, 1906..	244,776.08	
Safety appliance act, approved March 2, 1893.....	369.24	
Block signal and train control.....	17,755.38	
		275,300.34
		<u>1,264,236.66</u>

CLERICAL FORCE OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30, 1909.

Name.	Office.	Whence appointed.	Time employed.	Salary per annum.
John M. Jones.....	Chief of Bureau of Tariffs.	Georgia.....	1 year.....	\$3,600.00
Lewellyn A. Shaver...	Solicitor.....	Alabama.....	do.....	3,600.00
John H. Marble.....	Attorney.....	California.....	do.....	3,600.00
Patrick J. Farrell.....	do.....	Vermont.....	4 months.....	3,300.00
Do.....	do.....	do.....	8 months.....	3,600.00
Luther M. Walter.....	do.....	Kentucky.....	4 months.....	3,000.00
Do.....	do.....	do.....	8 months.....	3,600.00
William H. Connolly...	Chief clerk.....	North Dakota.....	1 year.....	2,880.00
H. S. Milstead.....	Disbursing clerk.....	Virginia.....	do.....	2,760.00
Walter E. Burleigh...	Assistant statistician.....	New Hampshire.....	do.....	2,760.00
Jesse M. Smith.....	Auditor.....	Alabama.....	8 months, 11 days.....	2,760.00
George T. Roberts.....	Assistant auditor.....	Vermont.....	1 year.....	2,520.00
George N. Brown.....	Attorney.....	Illinois.....	do.....	2,520.00
William E. Lamb.....	do.....	Iowa.....	do.....	2,520.00
James Edgar Smith.....	do.....	District of Columbia.....	do.....	2,520.00
Frank Lyon.....	do.....	Virginia.....	do.....	2,520.00
Walter E. McCornack.....	do.....	Illinois.....	do.....	2,520.00
Albert H. Lossow.....	do.....	Minnesota.....	do.....	2,520.00
Silas H. Smith.....	Chief special agent.....	Kentucky.....	do.....	2,520.00
Charles F. Gerry.....	Confidential clerk.....	Maryland.....	6 months.....	2,220.00
Do.....	Attorney.....	do.....	do.....	2,520.00
Charles D. Drayton.....	do.....	South Carolina.....	9½ months, 6 days.....	2,520.00
C. R. Hillyer.....	do.....	Florida.....	1½ months, 3 days.....	2,520.00
J. Howard Fishback.....	Chief of division.....	District of Columbia.....	1 year.....	2,400.00
Raymond Loran.....	do.....	Iowa.....	do.....	2,400.00
S. L. Lupton.....	Assistant to director.....	Virginia.....	do.....	2,400.00
Henry Talbott.....	Law clerk.....	Illinois.....	do.....	2,220.00
Livingston Vann.....	do.....	Florida.....	do.....	2,220.00
Ward Prouty.....	Confidential clerk.....	Vermont.....	do.....	2,220.00
Allen V. Cockrell.....	do.....	Missouri.....	do.....	2,220.00
John S. Burchmore.....	do.....	Illinois.....	do.....	2,220.00
Ross D. Rynder.....	do.....	Pennsylvania.....	do.....	2,220.00
Allan P. Matthew.....	do.....	California.....	do.....	2,220.00
Arthur R. Mackley.....	Clerk.....	Ohio.....	7 months.....	1,500.00
Do.....	Confidential clerk.....	do.....	5 months.....	2,220.00
Samuel W. Briggs.....	Law clerk.....	Iowa.....	1 year.....	2,100.00
Edward L. Pugh.....	Senior clerk.....	Alabama.....	do.....	2,100.00
John J. McAuliffe.....	Official stenographer.....	District of Columbia.....	do.....	2,100.00
George M. Crosland.....	Senior clerk.....	South Carolina.....	do.....	2,100.00
Lawrence B. Johnson.....	Special agent.....	North Carolina.....	do.....	2,100.00
Robert F. McMillan.....	Senior clerk.....	Indiana.....	do.....	1,980.00
Alfred Holmead.....	do.....	District of Columbia.....	do.....	1,980.00
W. A. Ryan.....	Special agent.....	New York.....	do.....	1,980.00
Robert G. Batten.....	Senior clerk.....	Georgia.....	do.....	1,860.00
Bloom D. Chapman.....	do.....	New York.....	do.....	1,860.00
Jack F. Moss.....	do.....	Mississippi.....	do.....	1,860.00
Daniel M. Wood.....	do.....	New York.....	do.....	1,860.00
Thomas Jackson.....	do.....	do.....	do.....	1,860.00
Duncan L. Richmond.....	do.....	District of Columbia.....	do.....	1,860.00
James H. Dorman, jr.....	do.....	Kentucky.....	do.....	1,860.00
Thomas P. Riley.....	Special agent.....	New Jersey.....	do.....	1,860.00

CLERICAL FORCE OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30,
1909—Continued.

Name.	Office.	Whence appointed.	Time employed.	Salary per annum.
Frank W. Arnold.....	Special agent.....	Illinois.....	1 year.....	\$1,860.00
Charles N. Brady.....	do.....	Vermont.....	do.....	1,860.00
J. E. Archer.....	Chief inspector.....	Texas.....	11 months, 14 days.....	1,860.00
James L. Murphy.....	Senior clerk.....	Louisiana.....	11 months, 8 days.....	1,860.00
John E. Holliday.....	Junior clerk.....	Illinois.....	3½ months.....	1,380.00
Do.....	Cashier.....	do.....	8½ months.....	1,860.00
Eugene L. Gaddess.....	Law clerk.....	Virginia.....	1 year.....	1,740.00
Leonard E. Schellberg..	Clerk.....	Hawaii.....	do.....	1,740.00
Frank C. Stratton.....	do.....	Kansas.....	do.....	1,740.00
Mendon Wood.....	Printing clerk.....	New Jersey.....	11 months.....	1,740.00
I. P. Henderson.....	Cashier.....	Georgia.....	3½ months.....	1,620.00
Do.....	Confidential clerk.....	do.....	3½ months.....	2,220.00
Do.....	Clerk.....	do.....	4½ months, 8½ days.....	1,620.00
Harry C. Robinson.....	do.....	Vermont.....	1 year.....	1,620.00
Edward M. Graney.....	do.....	New York.....	do.....	1,620.00
Ervin C. Bowen.....	do.....	District of Columbia..	do.....	1,620.00
William A. King.....	do.....	New York.....	do.....	1,620.00
William McCambridge..	do.....	Illinois.....	do.....	1,620.00
John S. Walker.....	do.....	Iowa.....	do.....	1,620.00
George Q. Houlehan.....	do.....	Maine.....	do.....	1,620.00
Richmond F. Bingham..	do.....	New Hampshire.....	do.....	1,620.00
John H. Nelson.....	do.....	Virginia.....	do.....	1,620.00
Wilbur H. Peter.....	do.....	Tennessee.....	do.....	1,620.00
Archibald H. Morrow..	do.....	Oregon.....	do.....	1,620.00
James R. Pipes.....	do.....	West Virginia.....	7½ months.....	1,500.00
Do.....	do.....	do.....	4½ months.....	1,620.00
Lorin C. Nelson.....	do.....	North Dakota.....	7½ months.....	1,500.00
Do.....	do.....	do.....	4½ months.....	1,620.00
Abram P. Worthington..	do.....	Ohio.....	7½ months.....	1,500.00
Do.....	do.....	do.....	4½ months.....	1,620.00
John J. Crowley.....	Junior clerk.....	do.....	7½ months.....	1,320.00
Do.....	Clerk.....	do.....	4½ months.....	1,620.00
Richard V. Pitt.....	Junior clerk.....	Virginia.....	7½ months.....	1,320.00
Do.....	Clerk.....	do.....	4½ months.....	1,620.00
Paul E. Huettner.....	Junior clerk.....	Tennessee.....	7½ months.....	1,320.00
Do.....	Clerk.....	do.....	4½ months.....	1,620.00
Frank W. White.....	Junior clerk.....	Illinois.....	7½ months.....	1,320.00
Do.....	Clerk.....	do.....	4½ months.....	1,620.00
John C. Dyer.....	Junior clerk.....	Ohio.....	7½ months.....	1,320.00
Do.....	Clerk.....	do.....	4½ months.....	1,620.00
Oramel P. Walker.....	Junior clerk.....	Massachusetts.....	7½ months.....	1,320.00
Do.....	Clerk.....	do.....	4½ months.....	1,620.00
Andrew J. Hartman.....	Junior clerk.....	Ohio.....	7½ months.....	1,320.00
Do.....	Clerk.....	do.....	4½ months.....	1,620.00
Harry T. Darr.....	Junior clerk.....	Kansas.....	7½ months.....	1,320.00
Do.....	Clerk.....	do.....	4½ months.....	1,620.00
Montgomery Cumming..	do.....	Georgia.....	1 year.....	1,500.00
James C. Jemison.....	do.....	Delaware.....	do.....	1,500.00
Herman Felter.....	do.....	Kentucky.....	do.....	1,500.00
John F. Dwyer.....	do.....	Massachusetts.....	do.....	1,500.00
Henry E. Kondrup.....	do.....	District of Columbia..	do.....	1,500.00
Leroy Stafford Boyd....	do.....	Louisiana.....	do.....	1,500.00

CLERICAL FORCE OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30,
1909—Continued.

Name.	Office.	Whence appointed.	Time employed.	Salary per annum.
John M. Gitterman	Clerk	New York	1 year	\$1,500.00
John C. C. Patterson	do	Maryland	do	1,500.00
Carlton R. Willett	do	Texas	do	1,500.00
Pearson F. Marsh	do	Ohio	do	1,500.00
J. Chester Wilfong	do	Maryland	do	1,500.00
Jean Paul Muller	do	do	do	1,500.00
C. R. Marshall	Junior special agent	District of Columbia	do	1,500.00
R. Wirt Washington	Clerk	Virginia	11½ months, 13 days	1,500.00
Harry S. Garner	do	Pennsylvania	11½ months, 12½ days	1,500.00
George S. Gibson	Junior clerk	Alabama	1½ months	1,320.00
Do	Clerk	do	10½ months	1,500.00
Will L. Lloyd	Temporary inspector	New York	3½ months	1,320.00
Do	Special agent	do	8½ months	1,500.00
Herbert W. Archer	Junior clerk	do	4½ months	1,320.00
Do	Clerk	do	7½ months	1,500.00
Charles H. Wolfram	Junior clerk	Maryland	7½ months	1,320.00
Do	Clerk	do	4½ months	1,500.00
Arthur H. Ferguson	Junior clerk	New York	7½ months	1,320.00
Do	Clerk	do	4½ months	1,500.00
Hugo Oberg	Junior clerk	New Jersey	7½ months	1,320.00
Do	Clerk	do	4½ months	1,500.00
Spencer E. Burk	Junior clerk	Illinois	7½ months	1,320.00
Do	Clerk	do	4½ months	1,500.00
Orin Davis	Junior clerk	Texas	1½ months	1,260.00
Do	do	do	6 months	1,320.00
Do	Clerk	do	4½ months	1,500.00
Nelson B. Bell	Junior clerk	Porto Rico	4 months	1,260.00
Do	do	do	3½ months	1,320.00
Do	Clerk	do	4½ months	1,500.00
Louis I. Doyle	Junior clerk	District of Columbia	4 months	1,200.00
Do	do	do	3½ months	1,320.00
Do	Clerk	do	4½ months	1,500.00
A. M. Chreitzberg	Junior clerk	South Carolina	1½ months	1,200.00
Do	do	do	5½ months, 9½ days	1,320.00
Do	Clerk	do	4½ months	1,500.00
Hal M. Remington	Junior clerk	Michigan	4 months	1,200.00
Do	do	do	3½ months	1,320.00
Do	Clerk	do	4½ months	1,500.00
Arthur A. Topping	Junior clerk	New York	4 months	1,200.00
Do	do	do	3½ months	1,320.00
Do	Clerk	do	4½ months	1,500.00
G. P. Boyle	Junior clerk	Alabama	10½ months	1,320.00
Do	Clerk	do	1½ months	1,500.00
George Banks McGinty	Junior clerk	Georgia	5 months, 14 days	1,380.00
Do	Clerk	do	2½ months	1,500.00
John A. Shearer	Junior clerk	Pennsylvania	1 year	1,400.00
Michael Hays Perry	do	New Jersey	do	1,400.00
Henry A. Dwight	do	Iowa	do	1,400.00
James S. Fitzhugh	do	Texas	do	1,400.00
Robert E. Lewis	do	District of Columbia	do	1,400.00
Edw. B. Blizzard	do	West Virginia	do	1,400.00
George O. Boal	do	Pennsylvania	do	1,400.00

CLERICAL FORCE OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30,
1909—Continued.

Name.	Office.	Whence appointed.	Time employed.	Salary per annum.
Samuel D. Sterne.....	Junior clerk.....	Iowa.....	1 year.....	\$1,400.00
Charles S. Rockwood.....	do.....	Massachusetts.....	do.....	1,400.00
Harry Murray.....	do.....	Missouri.....	do.....	1,400.00
John H. Tilton.....	do.....	New Jersey.....	11½ months, 14 days..	1,400.00
J. Newton Baker.....	do.....	Pennsylvania.....	do.....	1,400.00
Jesse D. Newton.....	do.....	Iowa.....	11½ months, 7½ days..	1,400.00
J. Fletcher Johnston.....	do.....	Kentucky.....	2 months.....	1,400.00
Warren H. Wagner.....	do.....	Pennsylvania.....	1 year.....	1,380.00
Charles A. Heiss.....	do.....	do.....	do.....	1,380.00
J. Ward Eicher.....	do.....	do.....	3½ months.....	1,320.00
Do.....	do.....	do.....	8½ months.....	1,380.00
John J. Quill.....	do.....	Ohio.....	7 months.....	1,320.00
Do.....	do.....	do.....	5 months.....	1,380.00
John J. Hickey.....	do.....	New York.....	1½ months.....	1,260.00
Do.....	do.....	do.....	5½ months.....	1,320.00
Do.....	do.....	do.....	5 months.....	1,380.00
Hart P. Grigsby.....	do.....	Kentucky.....	1 year.....	1,320.00
Archibald H. Davis.....	do.....	North Carolina.....	do.....	1,320.00
Charles H. Young.....	do.....	Missouri.....	do.....	1,320.00
George I. Thomas.....	do.....	Georgia.....	do.....	1,320.00
William F. Craig.....	do.....	Pennsylvania.....	do.....	1,320.00
William C. Swain.....	do.....	District of Columbia.....	do.....	1,320.00
John H. Anderson.....	do.....	Indiana.....	do.....	1,320.00
A. M. Hartsfield.....	do.....	Georgia.....	do.....	1,320.00
James H. Lewis.....	do.....	District of Columbia.....	do.....	1,320.00
George A. Petteys.....	do.....	Illinois.....	do.....	1,320.00
Harry H. Little.....	do.....	Indian Territory.....	do.....	1,320.00
Arthur F. Rudolph.....	do.....	South Dakota.....	do.....	1,320.00
Andrew Denham.....	do.....	Florida.....	do.....	1,320.00
Hampton W. Riley.....	do.....	Porto Rico.....	do.....	1,320.00
Daniel L. Ferdon.....	do.....	New Jersey.....	do.....	1,320.00
Charles F. Yauch.....	do.....	Ohio.....	do.....	1,320.00
J. H. Nall.....	do.....	Georgia.....	do.....	1,320.00
William A. Cox.....	do.....	Tennessee.....	do.....	1,320.00
Charles M. Bardwell.....	do.....	Minnesota.....	do.....	1,320.00
Homer H. McAnelly.....	do.....	Illinois.....	do.....	1,320.00
William P. Bartel.....	do.....	Wisconsin.....	do.....	1,320.00
James S. Payne.....	do.....	Pennsylvania.....	do.....	1,320.00
Zeb. Vance Harris.....	do.....	North Carolina.....	11½ months, 14½ days	1,320.00
Conrad W. Pfrimmer.....	do.....	Indiana.....	do.....	1,320.00
Charles D. Tedrow.....	do.....	Kentucky.....	11½ months, 13 days..	1,320.00
John C. Leger.....	do.....	Mississippi.....	11½ months, 9½ days..	1,320.00
J. E. Baker.....	do.....	Wisconsin.....	11½ months, 9 days..	1,320.00
Alexander G. Fortier.....	do.....	Massachusetts.....	4 months.....	1,200.00
Do.....	do.....	do.....	7½ months, 14 days..	1,320.00
Joseph S. Moss.....	do.....	Vermont.....	4 months.....	1,200.00
Do.....	do.....	do.....	7½ months, 14 days..	1,320.00
George D. Gamble.....	do.....	New Jersey.....	4 months.....	1,200.00
Do.....	do.....	do.....	3½ months.....	1,260.00
Do.....	do.....	do.....	4½ months.....	1,320.00
John A. Glessner.....	do.....	Pennsylvania.....	7½ months.....	1,200.00
Do.....	do.....	do.....	4½ months.....	1,320.00

CLERICAL FORCE OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30,
1909—Continued.

Name.	Office.	Whence appointed.	Time employed.	Salary per annum.
Jonas E. Clark.....	Junior clerk.....	Kansas.....	7½ months.....	\$1,200.00
Do.....	do.....	do.....	4½ months.....	1,320.00
Frederic N. Clark.....	Temporary junior clerk.....	Michigan.....	7½ months.....	1,200.00
Do.....	Junior clerk.....	do.....	4½ months.....	1,320.00
John M. Millner.....	do.....	Ohio.....	6½ months, 4 days.....	1,200.00
Do.....	do.....	do.....	4½ months.....	1,320.00
Herbert S. Metcalf.....	do.....	Illinois.....	6½ months, 4 days.....	1,200.00
Do.....	do.....	do.....	4½ months.....	1,320.00
Oscar C. Brohough.....	do.....	Minnesota.....	6½ months, 2 days.....	1,200.00
Do.....	do.....	do.....	4½ months.....	1,320.00
William J. Flood.....	do.....	Indiana.....	6 months, 3 days.....	1,200.00
Do.....	do.....	do.....	4½ months.....	1,320.00
Frederick P. Russell.....	do.....	Massachusetts.....	9 months, 12 days.....	1,320.00
Walter W. Scott.....	do.....	Virginia.....	7½ months, 13 days.....	1,320.00
Carroll L. Nash.....	do.....	Tennessee.....	7 months.....	1,320.00
Bennet C. Taliaferro.....	do.....	do.....	1 year.....	1,260.00
Henry J. Conyngton.....	do.....	Texas.....	do.....	1,260.00
J. E. Kidwell.....	do.....	Virginia.....	do.....	1,260.00
William G. Willige.....	do.....	District of Columbia.....	do.....	1,260.00
Frederick E. Heydon.....	do.....	New Jersey.....	do.....	1,260.00
Julius H. Parmelee.....	do.....	Connecticut.....	11½ months, 14 days.....	1,260.00
Edward Dillon.....	do.....	California.....	4 months.....	1,200.00
Do.....	do.....	do.....	8 months.....	1,260.00
George A. Cunningham.....	do.....	Georgia.....	7½ months.....	1,200.00
Do.....	do.....	do.....	4½ months.....	1,260.00
Ernest S. Hobbs.....	do.....	Illinois.....	5 months.....	1,260.00
Do.....	Clerk.....	do.....	½ month.....	1,500.00
Calvin H. Ziegler.....	Junior clerk.....	Pennsylvania.....	5 months.....	1,260.00
Howard C. Hopson.....	do.....	Wisconsin.....	4½ months, 1 day.....	1,260.00
Ernest Morsell.....	do.....	District of Columbia.....	4 months.....	1,260.00
Roscoe C. Campbell.....	do.....	Pennsylvania.....	2½ months.....	1,260.00
Do.....	Clerk.....	do.....	½ month.....	1,500.00
Jacob W. Krieger.....	Junior clerk.....	Tennessee.....	2½ months.....	1,260.00
James H. Andersen.....	do.....	Idaho.....	1 month.....	1,260.00
J. C. Harraman.....	Special agent.....	Ohio.....	do.....	1,860.00
Do.....	Junior clerk.....	do.....	10½ months, 9 days.....	1,200.00
Richard F. DeLacy.....	do.....	New York.....	1 year.....	1,200.00
Clare R. Hughes.....	do.....	Indian Territory.....	do.....	1,200.00
Robert S. Pierson.....	do.....	Hawaii.....	do.....	1,200.00
Robert R. Brott.....	do.....	District of Columbia.....	do.....	1,200.00
Walter A. McMillan.....	do.....	South Carolina.....	do.....	1,200.00
William T. Parrott.....	do.....	Georgia.....	do.....	1,200.00
A. V. Swanberg.....	do.....	Montana.....	do.....	1,200.00
George H. Koon.....	do.....	Ohio.....	do.....	1,200.00
Esquire M. Conner.....	do.....	Tennessee.....	do.....	1,200.00
Edward J. Stowers.....	do.....	Minnesota.....	do.....	1,200.00
Frank C. Larimore.....	do.....	Ohio.....	do.....	1,200.00
T. Wingfield Bullock.....	do.....	Kentucky.....	do.....	1,200.00
Alvin S. Callahan.....	do.....	Texas.....	do.....	1,200.00
Robert H. Turner.....	do.....	Virginia.....	do.....	1,200.00
Eugene Merritt.....	do.....	New York.....	do.....	1,200.00

CLERICAL FORCE OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30,
1909—Continued.

Name.	Office.	Whence appointed.	Time employed.	Salary per annum.
Robert S. Campbell...	Junior clerk.....	North Carolina.....	1 year.....	\$1,200.00
Ernest E. Briscoe.....	do.....	Montana.....	do.....	1,200.00
Charles E. Anderson.....	do.....	Mississippi.....	do.....	1,200.00
Frank E. Watson, jr.....	do.....	Wisconsin.....	do.....	1,200.00
Ralph Koontz.....	do.....	Ohio.....	do.....	1,200.00
Edwin C. Blanchard.....	do.....	Virginia.....	do.....	1,200.00
Frederick R. Eddy.....	do.....	New York.....	do.....	1,200.00
Isidore J. Schulte.....	do.....	Wisconsin.....	do.....	1,200.00
Frederick F. Ring.....	do.....	Massachusetts.....	do.....	1,200.00
Morris W. Knowlton.....	do.....	Porto Rico.....	do.....	1,200.00
Daniel J. Brown.....	do.....	North Carolina.....	do.....	1,200.00
George E. Richards.....	do.....	Texas.....	do.....	1,200.00
Earl W. Wiseman.....	do.....	do.....	do.....	1,200.00
Wilbur Jarvis.....	do.....	Hawaii.....	do.....	1,200.00
Henry A. Works.....	do.....	New York.....	do.....	1,200.00
John W. Davie.....	do.....	Kentucky.....	do.....	1,200.00
Gordon Payne.....	do.....	Nevada.....	do.....	1,200.00
Seth Bohmanson.....	do.....	California.....	do.....	1,200.00
Thomas A. Gillis.....	do.....	Pennsylvania.....	do.....	1,200.00
Otis Beall Kent.....	do.....	Massachusetts.....	do.....	1,200.00
Richard G. Taylor.....	do.....	Minnesota.....	do.....	1,200.00
Ira B. Conkling.....	do.....	Missouri.....	11½ months, 14 days..	1,200.00
Claude E. Koss.....	Under clerk.....	District of Columbia..	4½ months.....	1,080.00
Do.....	Junior clerk.....	do.....	7½ months.....	1,200.00
William S. Hardesty.....	do.....	Indiana.....	11 months, 14 days..	1,200.00
George B. Edwards.....	do.....	Porto Rico.....	do.....	1,200.00
John A. Munson.....	do.....	Illinois.....	11 months, 12½ days..	1,200.00
Henry C. Wilson.....	do.....	Iowa.....	10½ months, 13 days..	1,200.00
Thomas L. Stevens.....	do.....	Alabama.....	10½ months, 11 days..	1,200.00
William A. Disque.....	do.....	Kentucky.....	10 months, 14 days..	1,200.00
W. J. Lester Sis.....	do.....	District of Columbia..	10 months.....	1,200.00
George V. Lovering.....	do.....	Massachusetts.....	9½ months, 13 days..	1,200.00
John H. Howell, jr.....	Under clerk.....	District of Columbia..	8½ months.....	900.00
Do.....	Junior clerk.....	do.....	3½ months.....	1,200.00
Richard T. Eddy.....	Under clerk.....	California.....	7 months, 5 days.....	1,020.00
Do.....	Junior clerk.....	do.....	3½ months.....	1,200.00
Print E. Shomette.....	do.....	Mississippi.....	9 months.....	1,200.00
W. H. Reynolds.....	do.....	Maryland.....	7½ months, 11 days..	1,200.00
John B. Lybrook.....	do.....	Virginia.....	7½ months, 3 days.....	1,200.00
Wilhelm G. Hansen.....	do.....	New Jersey.....	7½ months.....	1,200.00
Mark H. Greenwald.....	do.....	Massachusetts.....	do.....	1,200.00
John H. Halley.....	do.....	Tennessee.....	7 months, 12 days.....	1,200.00
Samuel E. Hutton.....	do.....	Ohio.....	do.....	1,200.00
Walter T. Wimsatt.....	do.....	Missouri.....	7 months, 10 days.....	1,200.00
Robert D. Burbank.....	do.....	Minnesota.....	7 months, 8 days.....	1,200.00
John P. Neal.....	do.....	Maryland.....	7 months, 7 days.....	1,200.00
Hiram D. Harner.....	do.....	Ohio.....	7 months, 6 days.....	1,200.00
Herman J. Lange.....	do.....	Minnesota.....	7 months.....	1,200.00
Wintemute W. Sloan.....	do.....	New York.....	do.....	1,200.00
Jonah J. Markley.....	do.....	Pennsylvania.....	6½ months, 11 days..	1,200.00
Joseph G. Hilman.....	do.....	Alabama.....	6 months.....	1,200.00
William S. Gaeng.....	do.....	District of Columbia..	5½ months, 11 days..	1,200.00

CLERICAL FORCE OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30,
1909—Continued.

Name.	Office.	Whence appointed.	Time employed.	Salary per annum.
Laurence J. McGee.....	Junior clerk.....	Maryland.....	5½ months, 6 days...	\$1,200.00
William S. Curry.....	do.....	Ohio.....	5½ months, 5 days...	1,200.00
Jacob H. Moore.....	do.....	New York.....	5½ months, 4 days...	1,200.00
Walter R. Gallaher.....	do.....	Tennessee.....	5 months, 10 days...	1,200.00
Charles T. Schwegler.....	do.....	Missouri.....	5 months, 2 days...	1,200.00
Edwin W. Davis.....	do.....	Illinois.....	do.....	1,200.00
William W. Tirrell.....	do.....	Massachusetts.....	5 months.....	1,200.00
Charles J. Gardner.....	do.....	West Virginia.....	do.....	1,200.00
Morton T. May.....	do.....	Ohio.....	do.....	1,200.00
Butler B. Hare.....	do.....	South Carolina.....	4½ months, 14 days..	1,200.00
Frederick H. Hoban, jr.....	do.....	do.....	4½ months, 6 days...	1,200.00
Rumsey N. Trezise.....	do.....	Kansas.....	do.....	1,200.00
William E. Sidell.....	do.....	New Jersey.....	4½ months, 4½ days..	1,200.00
Thomas H. Fegan.....	do.....	Virginia.....	4½ months, 3 days...	1,200.00
Frank T. Smith, jr.....	do.....	New Jersey.....	4 months, 8 days...	1,200.00
Edward J. Taylor.....	do.....	District of Columbia..	do.....	1,200.00
Charles F. Smith.....	do.....	Colorado.....	4 months, 4 days...	1,200.00
H. Eugene Wassell.....	do.....	Illinois.....	do.....	1,200.00
David S. Cowan.....	do.....	South Carolina.....	4 months, 1½ days...	1,200.00
Lloyd W. Biddle.....	do.....	West Virginia.....	4 months.....	1,200.00
Frank C. Weems.....	do.....	Maryland.....	do.....	1,200.00
Samuel J. Barclay.....	do.....	New York.....	3½ months.....	1,200.00
Lewis R. Close.....	do.....	Georgia.....	2½ months, 2 days...	1,200.00
William V. Hardie.....	do.....	Oklahoma.....	2 months, 4 days...	1,200.00
Ralph T. O'Connell.....	do.....	Maine.....	2 months.....	1,200.00
Charles F. Fuller.....	do.....	New York.....	1 month.....	1,200.00
William J. Davis.....	do.....	District of Columbia..	½ month, 9 days...	1,200.00
James R. Allen.....	do.....	Ohio.....	1 day.....	1,200.00
Samuel D. Schindler.....	Under clerk.....	District of Columbia..	1 year.....	1,080.00
John T. Money.....	do.....	Virginia.....	do.....	1,080.00
George A. Casey.....	do.....	Massachusetts.....	do.....	1,080.00
Ollie M. Butler.....	do.....	Texas.....	11½ months, 14 days..	1,080.00
John P. McGrath.....	do.....	Massachusetts.....	4½ months.....	1,020.00
Do.....	do.....	do.....	7½ months.....	1,080.00
George F. Graham, jr.....	do.....	District of Columbia..	1½ months.....	1,020.00
Do.....	do.....	do.....	8½ months.....	1,080.00
Gilbert I. Jackson.....	do.....	New York.....	2 months.....	1,080.00
C. W. Kendall.....	do.....	Colorado.....	1 year.....	1,020.00
Charles F. Ford.....	Skilled laborer.....	New York.....	do.....	1,020.00
Charles F. Forsyth.....	do.....	Iowa.....	do.....	1,020.00
Edward F. Links.....	Under clerk.....	Virginia.....	do.....	1,020.00
Ernest M. Corey.....	do.....	New York.....	do.....	1,020.00
Asher H. Leatherman.....	do.....	Pennsylvania.....	do.....	1,020.00
William C. O'Leary.....	do.....	New Hampshire.....	do.....	1,020.00
William Conyngton.....	do.....	Oklahoma.....	do.....	1,020.00
Alexander Jameson.....	do.....	Pennsylvania.....	do.....	1,020.00
G. Heard Mattingly.....	do.....	District of Columbia..	do.....	1,020.00
George E. Bequette.....	do.....	Missouri.....	do.....	1,020.00
Benjamin A. Watts.....	do.....	West Virginia.....	do.....	1,020.00
Karl F. Phillips.....	do.....	New York.....	do.....	1,020.00
Paul E. Bradley.....	do.....	Missouri.....	do.....	1,020.00
Arven M. Keisling.....	do.....	Tennessee.....	do.....	1,020.00

CLERICAL FORCE OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30,
1909—Continued.

Name.	Office.	Whence appointed.	Time employed.	Salary per annum.
John M. Stirewalt.....	Under clerk.....	Virginia.....	1 year.....	\$1,020.00
James W. Ferriter.....	do.....	Minnesota.....	do.....	1,020.00
Adrian de Bruyn Kops.....	do.....	Missouri.....	do.....	1,020.00
Joseph S. de Betten- court.....	do.....	Massachusetts.....	do.....	1,020.00
Edward F. Spethmann.....	do.....	Nebraska.....	do.....	1,020.00
Peter C. Paulson.....	do.....	Minnesota.....	do.....	1,020.00
Lawrence A. Pyle.....	do.....	Maryland.....	do.....	1,020.00
Edgar M. Ebert.....	do.....	District of Columbia.....	do.....	1,020.00
Morris H. Konigsberg.....	do.....	Georgia.....	do.....	1,020.00
Henry J. Balzer.....	do.....	District of Columbia.....	do.....	1,020.00
Clarence E. Snell.....	do.....	Missouri.....	11½ months, 14 days..	1,020.00
Herman F. Chapman.....	do.....	South Dakota.....	11½ months, 13½ days..	1,020.00
Marshall T. Hyer.....	do.....	Illinois.....	11½ months, 10 days..	1,020.00
George F. Goggin.....	do.....	Massachusetts.....	2 months.....	900.00
Do.....	do.....	do.....	10 months.....	1,020.00
Charles E. Cotterill.....	Messenger.....	Michigan.....	1 month.....	660.00
Do.....	Under clerk.....	do.....	11 months.....	1,020.00
Bernard J. Heffernan.....	do.....	Rhode Island.....	11½ months, 1 day...	1,020.00
John B. Switzer.....	do.....	West Virginia.....	4½ months.....	900.00
Do.....	do.....	do.....	7½ months.....	1,020.00
John Calvin Griffin.....	do.....	New York.....	11 months, 10 days..	1,020.00
Rexford L. Holmes.....	do.....	Missouri.....	11 months.....	1,020.00
John C. Gibson.....	do.....	Pennsylvania.....	10½ months.....	1,020.00
Ralph H. Kimball.....	do.....	Massachusetts.....	9½ months, 2 days...	1,020.00
John W. Hiron.....	do.....	Delaware.....	9 months, 14 days...	1,020.00
Frederick H. Flinn.....	do.....	New Jersey.....	9 months, 10 days...	1,020.00
John J. Sullivan.....	do.....	Massachusetts.....	9 months, 3 days...	1,020.00
John J. Gauss.....	do.....	Missouri.....	8½ months, 11 days..	1,020.00
Gustavus B. Spence.....	do.....	Massachusetts.....	7½ months, 14 days..	1,020.00
Robert T. Tedrow.....	do.....	Kentucky.....	7½ months, 9 days...	1,020.00
Curtis W. Mitchell.....	do.....	Missouri.....	7½ months, 7 days...	1,020.00
Fred H. Smerbitz.....	do.....	District of Columbia.....	7½ months, 6 days...	1,020.00
A. J. Glossa.....	do.....	Massachusetts.....	7½ months.....	1,020.00
Thomas Hoffman.....	do.....	do.....	do.....	1,020.00
Timothy J. McKinnon.....	do.....	New York.....	do.....	1,020.00
Hunter B. Linton.....	do.....	Virginia.....	7 months, 8 days....	1,020.00
Claud B. Simmons.....	do.....	Pennsylvania.....	do.....	1,020.00
Walter W. Thorne.....	do.....	Massachusetts.....	7 months, 7 days....	1,020.00
Ernest H. Hobbs.....	do.....	Pennsylvania.....	7 months.....	1,020.00
Lawrence Klare.....	do.....	Mississippi.....	do.....	1,020.00
Winston H. Granbery.....	do.....	Virginia.....	6½ months, 14 days...	1,020.00
William J. Koebel.....	do.....	Pennsylvania.....	6½ months, 12½ days..	1,020.00
Orlyn S. Phillips.....	do.....	Iowa.....	6½ months, 11 days...	1,020.00
Edward C. Howe.....	do.....	California.....	6 months, 12 days...	1,020.00
Robert L. Barnes.....	do.....	Kentucky.....	6 months.....	1,020.00
Edward F. Henry.....	do.....	Minnesota.....	5 months, 11 days...	1,020.00
Alexander F. Brevillier.....	do.....	Pennsylvania.....	5 months.....	1,020.00
Herman J. Marks.....	do.....	do.....	do.....	1,020.00
Ernest L. Irwin.....	do.....	New York.....	4½ months, 12½ days..	1,020.00
Michael A. Mulshine.....	do.....	do.....	4½ months, 12 days...	1,020.00
James F. McNeely.....	do.....	Wisconsin.....	4½ months, 8 days...	1,020.00

CLERICAL FORCE OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30,
1909—Continued.

Name.	Office.	Whence appointed.	Time employed.	Salary per annum.
Jacob W. Schwartz....	Under clerk.....	New Jersey.....	4½ months, 8 days...	\$1,020.00
Karl B. Friedland.....	do.....	Illinois.....	do.....	1,020.00
Howard A. Treat.....	do.....	Minnesota.....	4 months, 14 days...	1,020.00
James H. Adams.....	do.....	Maryland.....	4 months, 2 days...	1,020.00
Frank H. H. Nolte.....	do.....	Ohio.....	3½ months, 10 days...	1,020.00
Mark A. Hall.....	do.....	Iowa.....	3½ months, 7 days...	1,020.00
Fred W. Heid.....	do.....	Ohio.....	3 months, 13 days...	1,020.00
Harrison D. Boyer.....	do.....	Pennsylvania.....	3 months, 4 days...	1,020.00
Maurice Palaïs.....	do.....	Massachusetts.....	3 months.....	1,020.00
Quince D. Heltzel.....	do.....	Kansas.....	do.....	1,020.00
Frederick G. Rechten..	do.....	New Jersey.....	½ month, 12 days...	1,020.00
Walter S. Stockdale....	do.....	Ohio.....	½ month, 2 days...	1,020.00
George H. Mansfield....	do.....	do.....	10 days.....	1,020.00
James O. Tolbert.....	do.....	Iowa.....	1 year.....	900.00
Walter E. Marsh.....	do.....	Massachusetts.....	do.....	900.00
Samuel E. Reed.....	do.....	West Virginia.....	do.....	900.00
David S. Brooks.....	do.....	District of Columbia..	do.....	900.00
W. M. Edson.....	do.....	Maine.....	do.....	900.00
Guy L. Seaman.....	Temporary u n d e r clerk.	Missouri.....	4 months, 14 days...	1,020.00
Do.....	Under clerk.....	do.....	6 months.....	900.00
Earle W. Bascom.....	do.....	Massachusetts.....	8 months, 5 days...	900.00
George Stevens.....	Junior clerk.....	Colorado.....	3 months.....	1,400.00
Do.....	Under clerk.....	do.....	2 months, 4½ days...	900.00
Joseph L. Godwin.....	do.....	Virginia.....	5 months, 6 days...	900.00
Harry L. Brooks.....	do.....	Mississippi.....	4 months.....	900.00
James J. M. O'Leary...	Temporary u n d e r clerk.	West Virginia.....	2 months, 11 days...	900.00
Do.....	Under clerk.....	do.....	1½ months.....	900.00
Charles A. Sunderlin...	do.....	Nebraska.....	3 months, 8 days...	900.00
Walter J. Wixon.....	do.....	Massachusetts.....	2½ months.....	900.00
E. F. Hayward.....	Telephone operator...	District of Columbia..	1 year.....	840.00
Joseph J. Harvey.....	Skilled laborer.....	do.....	do.....	840.00
Edgar Bittinger.....	Messenger.....	Pennsylvania.....	do.....	720.00
Lester L. Eppard.....	do.....	Virginia.....	do.....	720.00
Frank M. Hall.....	do.....	Pennsylvania.....	11½ months, 14½ days.	720.00
Gates G. Rapp.....	do.....	do.....	5½ months, 4 days...	720.00
Thomas H. Robinson...	Classified laborer....	District of Columbia..	1 year.....	720.00
Daniel W. Moore.....	Watchman.....	Alabama.....	do.....	720.00
William T. Conray.....	do.....	District of Columbia..	do.....	720.00
Wesley S. Porter.....	do.....	Mississippi.....	do.....	720.00
Frank J. Spellman.....	do.....	Louisiana.....	do.....	720.00
Ulysses G. Thompson...	do.....	Alabama.....	do.....	720.00
Clarence O. L. Garrett	do.....	Mississippi.....	do.....	720.00
Stanley R. De Pue....	Messenger.....	Pennsylvania.....	do.....	660.00
William J. Cady.....	do.....	Kentucky.....	do.....	660.00
Cyril J. Stormont.....	do.....	District of Columbia..	5 days.....	660.00
William R. Brennan...	do.....	Wisconsin.....	1 year.....	600.00
George T. Ward.....	Classified laborer....	District of Columbia..	do.....	600.00
Henry Cissel.....	Foreman laborer.....	do.....	do.....	600.00
Cary A. Johnson.....	Unskilled laborer....	do.....	do.....	600.00
Todd Mozee.....	do.....	Illinois.....	do.....	600.00

CLERICAL FORCE OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30,
1909—Continued.

Name.	Office.	Whence appointed.	Time employed.	Salary per annum.
Robert H. Wilkinson..	Unskilled laborer....	District of Columbia..	1 year	\$600.00
Nelson Arnold.....	do.....	North Carolina.....	do.....	600.00
Daniel E. Brewer.....	do.....	Maryland.....	do.....	600.00
Franklin E. Dove.....	do.....	District of Columbia..	do.....	600.00
Frank A. Fisher.....	do.....	do.....	do.....	600.00
Daniel W. Brooks.....	do.....	do.....	do.....	600.00
Rollie Gooden.....	do.....	Virginia.....	do.....	600.00
Walter C. Blount.....	do.....	North Carolina.....	do.....	600.00
William Beckley.....	do.....	Virginia.....	do.....	600.00
James J. Smith.....	do.....	District of Columbia..	do.....	600.00
James A. Dove.....	do.....	do.....	11½ months, 14 days..	600.00
William E. Hayes.....	do.....	do.....	2 months.....	600.00
Harry J. Barnholt.....	Messenger boy.....	Pennsylvania.....	1 year	480.00
James P. O'Connor.....	do.....	District of Columbia..	do.....	480.00
Raymond R. Cheshire..	do.....	Georgia.....	do.....	480.00
William A. Kane.....	do.....	New Jersey.....	do.....	480.00
Harold A. Kluge.....	do.....	Pennsylvania.....	do.....	480.00
Leon D. Lamb.....	do.....	Ohio.....	11 months, 12 days..	480.00
George McCauley.....	do.....	Kentucky.....	11 months, 6 days...	480.00
Edward L. Cooley.....	do.....	New York.....	1 year	420.00
Jouvenal Fedler.....	do.....	Maryland.....	do.....	420.00
Mack Myers.....	do.....	Virginia.....	do.....	420.00
Francis H. Espey.....	do.....	Maryland.....	do.....	420.00
Walker M. Bransom.....	do.....	do.....	do.....	420.00
Kenneth E. Buffin.....	do.....	do.....	do.....	420.00
Philip W. Huck.....	do.....	do.....	do.....	420.00
Claire C. McMullen.....	do.....	Missouri.....	do.....	420.00
George E. Proudley.....	do.....	Illinois.....	do.....	420.00
Julius E. Morcock.....	do.....	Georgia.....	do.....	420.00
Adolph J. Hildebrand..	do.....	Indiana.....	do.....	420.00
Mitchell R. Collins.....	do.....	North Carolina.....	do.....	420.00
Byron G. Henderson.....	do.....	Massachusetts.....	do.....	420.00
James E. McMullin.....	do.....	Virginia.....	do.....	420.00
Clinton B. Pennebaker..	do.....	Kentucky.....	do.....	420.00
Charles F. Maloy.....	do.....	Pennsylvania.....	do.....	420.00
Thomas Miller.....	do.....	Maryland.....	11½ months, 14 days..	420.00
Walter A. Costello.....	do.....	Pennsylvania.....	do.....	420.00
Wheeler A. Wilson.....	do.....	Georgia.....	11½ months, 7 days...	420.00
George T. Gibbs.....	do.....	Ohio.....	11 months, 2 days...	420.00
Hiram F. Cash.....	do.....	Michigan.....	10½ months, 13 days..	420.00
Joseph L. Ramsay.....	do.....	District of Columbia..	10½ months.....	420.00
Francis J. Stoegerer.....	do.....	Missouri.....	10 months, 10 days...	420.00
William A. Kilerlane.....	do.....	New York.....	9½ months.....	420.00
William A. Hans.....	do.....	do.....	9 months, 14 days...	420.00
Arthur A. McNerney.....	do.....	Pennsylvania.....	9 months, 8 days...	420.00
George H. Peniston, jr..	do.....	Alabama.....	9 months.....	420.00
George Watson.....	do.....	Massachusetts.....	8 months, 6 days...	420.00
Harry V. Rouse.....	do.....	Virginia.....	7½ months, 13 days...	420.00
George L. Schatz.....	do.....	Colorado.....	7½ months, 6 days...	420.00
William A. Walsh.....	do.....	New York.....	do.....	420.00
Harry M. Robertson.....	do.....	Maryland.....	7½ months.....	420.00
Harvey F. Howard.....	do.....	New Jersey.....	2½ months, 4 days...	420.00

CLERICAL FORCE OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30,
1909—Continued.

Name.	Office.	Whence appointed.	Time employed.	Salary per annum.
Thomas G. Burke.....	Messenger boy.....	Virginia.....	2½ months.....	\$420.00
Ralph F. Andrews.....	do.....	Maryland.....	1½ months, 13 days..	420.00
Joseph A. Connolly.....	do.....	New York.....	1 month, 9 days.....	420.00
John R. Ranson.....	do.....	Ohio.....	1 month.....	420.00
Sarah E. Bowie.....	Unskilled laborer.....	District of Columbia..	1 year.....	240.00
Mamie Simington.....	do.....	Virginia.....	do.....	240.00
Lillian P. Wiley.....	do.....	District of Columbia..	do.....	240.00
Mary J. Glass.....	do.....	North Carolina.....	do.....	240.00
Julia Washington.....	do.....	Virginia.....	11½ months, 14 days..	240.00
Mary Watson.....	do.....	District of Columbia..	do.....	240.00
Nannie E. Rollins.....	do.....	do.....	do.....	240.00
Ruth A. Williams.....	do.....	do.....	11½ months, 13 days..	240.00
Sarah G. Hicks.....	do.....	do.....	11½ months, 12 days..	240.00
Blanche Nash.....	do.....	South Carolina.....	1½ months.....	240.00
Maggie V. Jackson.....	do.....	District of Columbia..	9 months, 10 days...	240.00
Katie S. Robinson.....	do.....	do.....	do.....	240.00
Ida E. Smith.....	do.....	do.....	9 months, 9 days...	240.00
Mary L. Armstrong.....	do.....	Alabama.....	9 months.....	240.00
Esther M. Woodland.....	do.....	District of Columbia..	8 months, 9 days...	240.00
Harry C. Eddy.....	Temporary inspector..	Virginia.....	11½ months, 1 day...	2,520.00
Henry C. Miller.....	do.....	New York.....	1 year.....	1,380.00
William P. Lavin.....	do.....	Illinois.....	12 days.....	1,320.00
Charles F. Blondell.....	do.....	Maryland.....	3½ months, 8 days...	1,200.00
Joseph U. Burket.....	do.....	do.....	½ month.....	1,200.00
Thomas A. Burns.....	do.....	New York.....	do.....	1,200.00
Robert E. Croson.....	do.....	Virginia.....	do.....	1,200.00
Vernor R. Snyder.....	do.....	Arkansas.....	do.....	1,200.00
Charles E. McCoy.....	Temporary junior clerk	District of Columbia..	9 days.....	1,200.00
Harcourt L. Stevenson..	Temporary under clerk	do.....	10 months, 7 days...	1,020.00
Herman C. Kornegay...	do.....	Virginia.....	4½ months.....	900.00
Do.....	do.....	do.....	5 months, 6 days...	1,020.00
John G. Lerch.....	do.....	District of Columbia..	6 months, 3 days...	1,020.00
Eugene Arnett.....	do.....	do.....	2½ months, 12 days..	1,020.00
Edgar Morris.....	do.....	South Carolina.....	3½ months, 12 days..	1,020.00
Evan L. Jackson.....	do.....	Virginia.....	2½ months, 11 days..	1,020.00
Fred B. Hoagland.....	do.....	New Jersey.....	2½ months, 10½ days..	1,020.00
Charles E. Gordon.....	do.....	District of Columbia..	5½ months, 2½ days..	900.00
Byron T. Hayden.....	Temporary clerk.....	do.....	5½ months, 14½ days..	720.00
Ralph E. Davis.....	do.....	Illinois.....	3 months.....	720.00
William F. Hampton.....	do.....	District of Columbia..	2½ months, 14½ days..	720.00
Clinton A. Quantrille...	do.....	do.....	2½ months, 10½ days..	720.00
Millard F. Dunn.....	Temporary skilled laborer.	do.....	4 months.....	720.00
Cleve Randolph.....	Temporary watchman	do.....	3 months, 10 days...	720.00
Martin Comerford.....	do.....	New York.....	1½ months, 5 days...	720.00
Joe Martin.....	do.....	District of Columbia..	12 days.....	720.00
Michael O'Neill.....	do.....	do.....	7 days.....	720.00
Major F. Anthony.....	do.....	North Carolina.....	6 days.....	720.00
Allen Prender.....	Temporary skilled laborer.	District of Columbia..	2½ months.....	660.00
Robert A. Whiting.....	do.....	do.....	2 months, 4 days...	660.00
Patrick H. McCarthy...	Employee.....	Mississippi.....	5 months, ½ day...	600.00

CLERICAL FORCE OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30,
1909—Continued.

Name.	Office.	Whence appointed.	Time employed.	Salary per annum.
A. J. Handiboe.....	Employee.....	District of Columbia..	3½ months, 14 days..	\$600.00
Henry F. Mess.....	do.....	do.....	3½ months, 10 days..	600.00
Thomas H. Quantrille..	Clerk.....	do.....	3½ months, 6 days..	600.00
Frank H. Linthicum...	Employee.....	do.....	½ month, 7 days.....	600.00
William J. Keane.....	do.....	do.....	1 month.....	540.00
Harry Dougherty.....	do.....	do.....	½ month, 13 days.....	540.00
Samuel Reynolds.....	Temporary unskilled laborer.	Virginia.....	9½ months.....	600.00
Mathieu Cassou.....	do.....	District of Columbia..	½ month, 14 days.....	600.00
Samuel Simms.....	do.....	Maryland.....	do.....	600.00
Jefferson C. Mitchell..	do.....	District of Columbia..	27 days.....	p. d. 1.50
Isalah Lewis.....	do.....	Pennsylvania.....	26 days.....	p. d. 1.50
Laura V. Brooklyn.....	do.....	Maryland.....	1 month.....	240.00
Charles A. Lutz.....	Chief examiner.....	Kentucky.....	1 year.....	5,000.00
George S. Seymour.....	Examiner.....	New York.....	5 months, 7 days.....	2,520.00
Do.....	do.....	do.....	5½ months.....	3,000.00
Clifton F. Balch.....	do.....	Illinois.....	6½ months.....	2,520.00
Do.....	do.....	do.....	5½ months.....	3,000.00
John W. Nokely.....	do.....	Virginia.....	1 month.....	3,000.00
John Cruickshank.....	do.....	Utah.....	3 months, 7 days.....	2,700.00
James C. Wallace.....	do.....	New York.....	2½ months, 1 day.....	2,700.00
Edward C. Hall.....	do.....	California.....	2 months, 11 days.....	2,700.00
Albion L. Headburg.....	do.....	Illinois.....	1 year.....	2,520.00
William P. Bird.....	do.....	New York.....	do.....	2,520.00
Gaston C. Hand.....	do.....	do.....	do.....	2,520.00
W. C. Sandford.....	do.....	Michigan.....	do.....	2,520.00
George F. Moore.....	do.....	Indiana.....	6 months, 5 days.....	2,520.00
Do.....	do.....	do.....	1 month, 9 days.....	3,000.00
Garry Brown.....	do.....	New York.....	5½ months.....	2,520.00
Thornton M. Niven, jr..	do.....	New Jersey.....	2½ months.....	2,520.00
Thomas F. Darden.....	do.....	do.....	2 months.....	2,520.00
James F. Wolfenden.....	do.....	California.....	1½ months, 6 days.....	2,520.00
C. V. Conover.....	do.....	Michigan.....	6½ months.....	2,100.00
Do.....	do.....	do.....	5½ months.....	2,400.00
Arnold C. Hansen.....	do.....	New Jersey.....	6½ months.....	2,100.00
Do.....	do.....	do.....	5½ months.....	2,400.00
Walter V. Wilson.....	do.....	Illinois.....	6½ months.....	2,100.00
Do.....	do.....	do.....	5½ months.....	2,400.00
George M. Curtis.....	do.....	West Virginia.....	6½ months.....	2,100.00
Do.....	do.....	do.....	5½ months.....	2,400.00
Fred W. Sweney.....	do.....	Missouri.....	6½ months.....	2,100.00
Do.....	do.....	do.....	5½ months.....	2,400.00
William C. Wishart.....	do.....	Delaware.....	4 months.....	2,400.00
Edmund R. Stewart.....	do.....	Virginia.....	2½ months, 4 days.....	2,400.00
Alfred R. Marshall.....	do.....	Massachusetts.....	1½ months, 13 days.....	2,400.00
Will H. Carleton.....	do.....	Minnesota.....	1½ months, 6 days.....	2,400.00
Harry L. Mosler.....	do.....	Kentucky.....	do.....	2,400.00
Edwin F. Morgan.....	do.....	Illinois.....	½ month, 1 day.....	2,400.00
D. E. Brown.....	do.....	New York.....	6½ months.....	1,980.00
Do.....	do.....	do.....	5½ months.....	2,100.00
R. H. Snead.....	do.....	Colorado.....	6½ months.....	1,980.00
Do.....	do.....	do.....	5½ months.....	2,100.00

CLERICAL FORCE OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30,
1909—Continued.

Name.	Office.	Whence appointed.	Time employed.	Salary per annum.
August G. Gutheim....	Examiner.....	Massachusetts.....	9 months.....	\$2,100.00
Frank M. Swacker.....	do.....	Missouri.....	8½ months, 14 days..	2,100.00
Lewis A. Bell.....	do.....	Illinois.....	7½ months, 11 days..	2,100.00
Charles C. James.....	do.....	Missouri.....	2 months, 12 days..	2,100.00
Edwin T. Dakin.....	do.....	Tennessee.....	2 months.....	2,100.00
Fred A. Barnes.....	do.....	New Jersey.....	½ month, 1 day.....	2,100.00
Edward D. Myers.....	do.....	New York.....	8½ months.....	1,980.00
John W. Vansant.....	do.....	Maryland.....	2 months.....	1,980.00
Edmond E. Bruce.....	do.....	Missouri.....	do.....	1,980.00
William J. Abbey.....	do.....	Ohio.....	6½ months.....	1,620.00
Do.....	do.....	do.....	5½ months.....	1,860.00
Alfred G. Hagerty.....	do.....	Louisiana.....	6½ months.....	1,620.00
Do.....	do.....	do.....	5½ months.....	1,860.00
Charles C. Semple.....	do.....	Ohio.....	6 months, 13 days..	1,620.00
Do.....	do.....	do.....	5½ months.....	1,860.00
Charles V. Burnside.....	do.....	Minnesota.....	8½ months, 8 days..	1,860.00
George Geekle.....	do.....	Massachusetts.....	3½ months, 1 day....	1,860.00
Claude I. Dawson.....	do.....	South Carolina.....	2½ months, 2 days..	1,860.00
William W. Tirrell.....	do.....	Massachusetts.....	2½ months.....	1,860.00
James W. Carmalt.....	do.....	New York.....	2 months, 12 days..	1,860.00
Alfred H. Peck.....	do.....	Oklahoma.....	2 months.....	1,860.00
Henry C. Keene.....	do.....	Oregon.....	do.....	1,860.00
William V. King.....	do.....	Texas.....	do.....	1,860.00
Guy J. Bunting.....	do.....	Indiana.....	do.....	1,860.00
Alexander Wylie.....	do.....	Illinois.....	1½ months, 13 days..	1,860.00
Frank H. Dixon.....	do.....	New Hampshire.....	½ month, 8 days....	1,860.00
Cornelius B. Nelson.....	Clerk.....	Illinois.....	2 months.....	1,620.00
Roscoe C. Campbell.....	Junior clerk.....	Pennsylvania.....	4 months.....	1,260.00
Do.....	Clerk.....	do.....	5 months.....	1,500.00
Samuel J. Barclay.....	Junior clerk.....	New York.....	3 months.....	1,200.00
Do.....	Clerk.....	do.....	5½ months.....	1,500.00
Calvin H. Ziegler.....	Junior clerk.....	Pennsylvania.....	1½ months.....	1,260.00
Do.....	Clerk.....	do.....	5½ months.....	1,500.00
Ernest S. Hobbs.....	Junior clerk.....	Illinois.....	1½ months.....	1,260.00
Do.....	Clerk.....	do.....	5 months.....	1,500.00
Etienne A. Chavannes.....	do.....	Tennessee.....	½ month, 11 days..	1,500.00
Jacob W. Krieger.....	Junior clerk.....	do.....	4 months.....	1,260.00
Do.....	do.....	do.....	5½ months.....	1,380.00
William E. Sidell.....	do.....	New Jersey.....	1½ months.....	1,200.00
Do.....	do.....	do.....	5½ months.....	1,380.00
Print E. Shomette.....	do.....	Mississippi.....	3 months.....	1,200.00
W. J. Lester Sis.....	do.....	District of Columbia..	2 months.....	1,200.00
Lewis R. Close.....	do.....	Georgia.....	½ month.....	1,200.00
Gilbert I. Jackson.....	Under clerk.....	New York.....	10 months.....	1,080.00
Frederick G. Rechten.....	do.....	New Jersey.....	do.....	1,020.00
Clyde L. Stryker.....	do.....	do.....	8 months, 5 days..	1,020.00
Alexander F. Brevillier.....	do.....	Pennsylvania.....	7 months.....	1,020.00
John R. Ranson.....	Messenger boy.....	Ohio.....	10 months.....	420.00
Philip J. Doherty.....	Attorney.....	Massachusetts.....	10 months, 14 days..	2,100.00
Wilfred P. Borland.....	Inspector clerk.....	Washington.....	1 year.....	1,980.00
Ulysses Butler.....	Attorney.....	Pennsylvania.....	do.....	1,740.00
J. W. Watson.....	Inspector.....	New York.....	do.....	1,620.00

CLERICAL FORCE OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30,
1909—Continued.

Name.	Office.	Whence appointed.	Time employed.	Salary per annum.
Frank C. Smith.....	Inspector.....	Michigan.....	1 year.....	\$1,620.00
Richard R. Cullinane.....	do.....	Mississippi.....	do.....	1,620.00
W. R. Wright.....	do.....	Missouri.....	do.....	1,620.00
H. K. Swasey.....	do.....	Massachusetts.....	do.....	1,620.00
James E. Jones.....	do.....	Illinois.....	do.....	1,620.00
James J. Coutts.....	do.....	Ohio.....	do.....	1,620.00
C. F. Merrill.....	do.....	Wisconsin.....	do.....	1,620.00
George E. Starbird.....	do.....	Illinois.....	do.....	1,620.00
James A. Lawson.....	do.....	Texas.....	do.....	1,620.00
John F. Ensign.....	do.....	Colorado.....	do.....	1,620.00
J. H. Stricklan.....	do.....	Minnesota.....	do.....	1,620.00
Burt C. Craig.....	do.....	New York.....	do.....	1,620.00
Austin F. Duffy.....	do.....	Pennsylvania.....	do.....	1,620.00
George B. Winter.....	do.....	Utah.....	do.....	1,620.00
Elbridge L. Gibbs.....	do.....	Texas.....	do.....	1,620.00
Henry Kirch.....	do.....	New Mexico.....	do.....	1,620.00
William F. Holton.....	do.....	Virginia.....	do.....	1,620.00
Thomas W. Gibbons.....	do.....	New York.....	do.....	1,620.00
Frank McManamy.....	do.....	Oregon.....	do.....	1,620.00
Oscar C. Cash.....	do.....	Virginia.....	do.....	1,620.00
Hiram W. Belnap.....	do.....	Illinois.....	7 months.....	1,620.00
Albert H. Hawley.....	do.....	New York.....	4½ months, 4 days.....	1,620.00
Thomas C. Hays.....	do.....	Kansas.....	2 months.....	1,620.00
Roscoe F. Walter.....	Attorney.....	Kentucky.....	1 year.....	1,500.00
Walter N. Brown.....	Junior clerk.....	Rhode Island.....	5½ months.....	1,260.00
Do.....	Attorney.....	do.....	6½ months.....	1,500.00
Monroe C. List.....	Under clerk.....	West Virginia.....	6 months.....	1,080.00
Do.....	Attorney.....	do.....	do.....	1,500.00
Stacy H. Myers.....	Under clerk.....	District of Columbia.....	1 year.....	1,080.00
Paul L. Hallam.....	do.....	Michigan.....	11½ months, 4½ days.....	1,080.00
Quince D. Heltzel.....	do.....	Kansas.....	5½ months.....	1,020.00
Louis F. Davis.....	do.....	Porto Rico.....	3 months, 2 days.....	1,020.00
Shirley N. Mills.....	Junior clerk.....	Minnesota.....	1 year.....	1,200.00
John A. Lawless.....	Under clerk.....	District of Columbia.....	do.....	1,020.00
Edward C. Howe.....	do.....	California.....	2 months.....	1,020.00

DETAILED STATEMENT OF EXPENDITURES OF THE INTERSTATE COMMERCE COM-
MISSION FOR FISCAL YEAR ENDING JUNE 30, 1909.

Salaries of Commissioners and secretary..... \$75,000.00

Employees:

1 chief of Bureau of Tariffs, 1 year, at \$3,600 per annum..	\$3,600.00
1 solicitor, 1 year, at \$3,600 per annum.....	3,600.00
1 attorney, 1 year, at \$3,600 per annum.....	3,600.00
1 attorney, 4 months, at \$3,300 per annum, and 8 months, at \$3,600 per annum.....	3,500.00
1 attorney, 4 months, at \$3,000 per annum, and 8 months, at \$3,600 per annum.....	3,400.00
1 chief clerk, 1 year, at \$2,880 per annum.....	2,880.00
1 disbursing clerk, 1 year, at \$2,760 per annum.....	2,760.00

DETAILED STATEMENT OF EXPENDITURES OF THE INTERSTATE COMMERCE COMMISSION FOR FISCAL YEAR ENDING JUNE 30, 1909—Continued.

Employees—Continued.

1 assistant statistician, 1 year, at \$2,760 per annum.....	\$2,760.00
1 auditor, 8 months and 11 days, at \$2,760 per annum ...	1,924.33
1 assistant auditor, 1 year, at \$2,520 per annum.....	2,520.00
6 attorneys, 1 year, at \$2,520 per annum.....	15,120.00
1 chief special agent, 1 year, at \$2,520 per annum.....	2,520.00
1 confidential clerk, 6 months, at \$2,220 per annum, and attorney, 6 months, at \$2,520 per annum.....	2,370.00
1 attorney, 9½ months and 6 days, at \$2,520 per annum...	2,037.00
1 attorney, 1½ months and 3 days, at \$2,520 per annum...	336.00
2 chiefs of divisions, 1 year, at \$2,400 per annum.....	4,800.00
1 assistant to director, 1 year, at \$2,400 per annum.....	2,400.00
2 law clerks, 1 year, at \$2,220 per annum.....	4,440.00
5 confidential clerks, 1 year, at \$2,220 per annum.....	11,100.00
1 clerk, 7 months, at \$1,500 per annum, and confidential clerk, 5 months, at \$2,220 per annum.....	1,800.00
1 law clerk, 1 year, at \$2,100 per annum.....	2,100.00
2 senior clerks, 1 year, at \$2,100 per annum.....	4,200.00
1 official stenographer, 1 year, at \$2,100 per annum.....	2,100.00
1 special agent, 1 year, at \$2,100 per annum.....	2,100.00
2 senior clerks, 1 year, at \$1,980 per annum.....	3,960.00
1 special agent, 1 year, at \$1,980 per annum.....	1,980.00
7 senior clerks, 1 year, at \$1,860 per annum.....	13,020.00
3 special agents, 1 year, at \$1,860 per annum.....	5,580.00
1 chief inspector, 11 months and 14 days, at \$1,860 per annum.....	1,777.33
1 senior clerk, 11 months and 8 days, at \$1,860 per annum.	1,746.33
1 junior clerk, 3½ months, at \$1,380 per annum, and cashier, 8½ months, at \$1,860 per annum.....	1,720.00
1 law clerk, 1 year, at \$1,740 per annum.....	1,740.00
2 clerks, 1 year, at \$1,740 per annum.....	3,480.00
1 printing clerk, 11 months, at \$1,740 per annum.....	1,595.00
1 cashier, 3½ months, at \$1,620 per annum, confidential clerk, 3½ months, at \$2,220 per annum, and clerk, 4½ months and 8½ days, at \$1,620 per annum.....	1,765.75
11 clerks, 1 year, at \$1,620 per annum.....	17,820.00
3 clerks, 7½ months, at \$1,500 per annum, and 4½ months, at \$1,620 per annum.....	4,635.00
8 junior clerks, 7½ months, at \$1,320 per annum, and clerks, 4½ months, at \$1,620 per annum.....	11,460.00
12 clerks, 1 year, at \$1,500 per annum.....	18,000.00
1 junior special agent, 1 year, at \$1,500 per annum.....	1,500.00
1 clerk, 11½ months and 13 days, at \$1,500 per annum...	1,491.67
1 clerk, 11½ months and 12½ days, at \$1,500 per annum....	1,489.58
1 junior clerk, 1½ months, at \$1,320 per annum, and clerk, 10½ months, at \$1,500 per annum.....	1,477.50
1 temporary inspector, 3½ months, at \$1,320 per annum, and special agent, 8½ months, at \$1,500 per annum.....	1,447.50
1 junior clerk, 4½ months, at \$1,320 per annum, and clerk, 7½ months, at \$1,500 per annum.....	1,432.50
4 junior clerks, 7½ months, at \$1,320 per annum, and clerks, 4½ months, at \$1,500 per annum.....	5,550.00

DETAILED STATEMENT OF EXPENDITURES OF THE INTERSTATE COMMERCE COMMISSION FOR FISCAL YEAR ENDING JUNE 30, 1909—Continued.

Employees—Continued.

1 junior clerk, 1½ months, at \$1,260 per annum, 6 months, at \$1,320 per annum, and clerk, 4½ months, at \$1,500 per annum.....	\$1, 380. 00
2 junior clerks, 4 months, at \$1,260 per annum, 3½ months, at \$1,320 per annum, and clerks, 4½ months, at \$1,500 per annum.....	2, 735. 00
1 junior clerk, 1½ months, at \$1,200 per annum, 5½ months and 9½ days, at \$1,320 per annum, and clerk, 4½ months, at \$1,500 per annum.....	1, 352. 33
2 junior clerks, 4 months, at \$1,200 per annum, 3½ months, at \$1,320 per annum, and clerks, 4½ months, at \$1,500 per annum.....	2, 695. 00
1 junior clerk, 5 months and 14 days, at \$1,380 per annum, and clerk, 2½ months, at \$1,500 per annum.....	941. 17
1 junior clerk, 10½ months, at \$1,320 per annum, and clerk, 1½ months, at \$1,500 per annum.....	1, 342. 50
1 junior clerk, 5 months, at \$1,260 per annum, and clerk, ½ month, at \$1,500 per annum.....	587. 50
1 junior clerk, 2½ months, at \$1,260 per annum, and clerk, ½ month, at \$1,500 per annum.....	325. 00
10 junior clerks, 1 year, at \$1,400 per annum.....	14, 000. 00
2 junior clerks, 11½ months and 14 days, at \$1,400 per annum.....	2, 792. 22
1 junior clerk, 11½ months and 7½ days, at \$1,400 per annum.....	1, 370. 83
1 junior clerk, 2 months, at \$1,400 per annum.....	233. 33
2 junior clerks, 1 year, at \$1,380 per annum.....	2, 760. 00
1 junior clerk, 3½ months, at \$1,320 per annum, and 8½ months, at \$1,380 per annum.....	1, 362. 50
1 junior clerk, 7 months, at \$1,320 per annum, and 5 months, at \$1,380 per annum.....	1, 345. 00
1 junior clerk, 1½ months, at \$1,260 per annum, 5½ months, at \$1,320 per annum, and 5 months, at \$1,380 per annum.....	1, 337. 50
22 junior clerks, 1 year, at \$1,320 per annum.....	29, 040. 00
2 junior clerks, 11½ months and 14½ days, at \$1,320 per annum.....	2, 636. 32
1 junior clerk, 11½ months and 13 days, at \$1,320 per annum.....	1, 312. 66
1 junior clerk, 11½ months and 9½ days, at \$1,320 per annum.....	1, 299. 83
1 junior clerk, 11½ months and 9 days, at \$1,320 per annum.....	1, 298. 00
2 junior clerks, 4 months, at \$1,200 per annum, and 7½ months and 14 days, at \$1,320 per annum.....	2, 552. 67
1 junior clerk, 4 months, at \$1,200 per annum, 3½ months, at \$1,260 per annum, and 4½ months, at \$1,320 per annum.....	1, 262. 50
2 junior clerks, 7½ months, at \$1,200 per annum, and 4½ months, at \$1,320 per annum.....	2, 490. 00
1 temporary junior clerk, 7½ months, at \$1,200 per annum, and junior clerk, 4½ months, at \$1,320 per annum.....	1, 245. 00

DETAILED STATEMENT OF EXPENDITURES OF THE INTERSTATE COMMERCE COMMISSION FOR FISCAL YEAR ENDING JUNE 30, 1909—Continued.

Employees—Continued.

2 junior clerks, 6½ months and 4 days, at \$1,200 per annum, and 4½ months, at \$1,320 per annum.....	\$2,316.66
1 junior clerk, 6½ months and 2 days, at \$1,200 per annum, and 4½ months, at \$1,320 per annum.....	1,151.67
1 junior clerk, 6 months and 3 days, at \$1,200 per annum, and 4½ months, at \$1,320 per annum.....	1,105.00
1 junior clerk, 9 months and 12 days, at \$1,320 per annum.....	1,034.00
1 junior clerk, 7½ months and 13 days, at \$1,320 per annum.....	872.66
1 junior clerk, 7 months, at \$1,320 per annum.....	770.00
5 junior clerks, 1 year, at \$1,260 per annum.....	6,300.00
1 junior clerk, 11½ months and 14 days, at \$1,260 per annum.....	1,256.50
1 junior clerk, 4 months, at \$1,200 per annum, and 8 months, at \$1,260 per annum.....	1,240.00
1 junior clerk, 7½ months, at \$1,200 per annum, and 4½ months, at \$1,260 per annum.....	1,222.50
1 junior clerk, 5 months, at \$1,260 per annum.....	525.00
1 junior clerk, 4½ months and 1 day, at \$1,260 per annum.....	476.00
1 junior clerk, 4 months, at \$1,260 per annum.....	420.00
1 junior clerk, 2½ months, at \$1,260 per annum.....	262.50
1 junior clerk, 1 month, at \$1,260 per annum.....	105.00
1 special agent, 1 month, at \$1,860 per annum, and junior clerk, 10½ months and 9 days, at \$1,200 per annum.....	1,235.00
36 junior clerks, 1 year, at \$1,200 per annum.....	43,200.00
1 junior clerk, 11½ months and 14 days, at \$1,200 per annum.....	1,196.67
1 under clerk, 4½ months, at \$1,080 per annum, and junior clerk, 7½ months, at \$1,200 per annum.....	1,155.00
2 junior clerks, 11 months and 14 days, at \$1,200 per annum.....	2,293.34
1 junior clerk, 11 months and 12½ days, at \$1,200 per annum.....	1,141.66
1 junior clerk, 10½ months and 13 days, at \$1,200 per annum.....	1,093.33
1 junior clerk, 10½ months and 11 days, at \$1,200 per annum.....	1,086.67
1 junior clerk, 10 months and 14 days, at \$1,200 per annum.....	1,046.67
1 junior clerk, 10 months, at \$1,200 per annum.....	1,000.00
1 junior clerk, 9½ months and 13 days, at \$1,200 per annum.....	993.33
1 under clerk, 8½ months, at \$900 per annum, and junior clerk, 3½ months, at \$1,200 per annum.....	987.50
1 under clerk, 7 months and 5 days, at \$1,020 per annum, and junior clerk, 3½ months, at \$1,200 per annum.....	959.17
1 junior clerk, 9 months, at \$1,200 per annum.....	900.00
1 junior clerk, 7½ months and 11 days, at \$1,200 per annum.....	786.67
1 junior clerk, 7½ months and 3 days, at \$1,200 per annum.....	760.00
2 junior clerks, 7½ months, at \$1,200 per annum.....	1,500.00
2 junior clerks, 7 months and 12 days, at \$1,200 per annum.....	1,480.00
1 junior clerk, 7 months and 10 days, at \$1,200 per annum.....	733.33

DETAILED STATEMENT OF EXPENDITURES OF THE INTERSTATE COMMERCE COMMISSION FOR FISCAL YEAR ENDING JUNE 30, 1909—Continued.

Employees—Continued.

1 junior clerk, 7 months and 8 days, at \$1,200 per annum..	\$726. 67
1 junior clerk, 7 months and 7 days, at \$1,200 per annum..	723. 33
1 junior clerk, 7 months and 6 days, at \$1,200 per annum.	720. 00
2 junior clerks, 7 months, at \$1,200 per annum.....	1, 400. 00
1 junior clerk, 6½ months and 11 days, at \$1,200 per annum.	686. 67
1 junior clerk, 6 months, at \$1,200 per annum.....	600. 00
1 junior clerk, 5½ months and 11 days, at \$1,200 per annum.	586. 67
1 junior clerk, 5½ months and 6 days, at \$1,200 per annum.	570. 00
1 junior clerk, 5½ months and 5 days, at \$1,200 per annum.	566. 67
1 junior clerk, 5½ months and 4 days, at \$1,200 per annum.	563. 33
1 junior clerk, 5 months and 10 days, at \$1,200 per annum.	533. 33
2 junior clerks, 5 months and 2 days, at \$1,200 per annum.	1, 013. 34
3 junior clerks, 5 months, at \$1,200 per annum.....	1, 500. 00
1 junior clerk, 4½ months and 14 days, at \$1,200 per annum.	496. 67
2 junior clerks, 4½ months and 6 days, at \$1,200 per annum.	940. 00
1 junior clerk, 4½ months and 4½ days, at \$1,200 per annum.	464. 99
1 junior clerk, 4½ months and 3 days, at \$1,200 per annum.	460. 00
2 junior clerks, 4 months and 8 days, at \$1,200 per annum.	853. 34
2 junior clerks, 4 months and 4 days, at \$1,200 per annum.	826. 66
1 junior clerk, 4 months and 1½ days, at \$1,200 per annum.	404. 99
2 junior clerks, 4 months, at \$1,200 per annum.....	800. 00
1 junior clerk, 3½ months, at \$1,200 per annum.....	350. 00
1 junior clerk, 2½ months and 2 days, at \$1,200 per annum.	256. 67
1 junior clerk, 2 months and 4 days, at \$1,200 per annum.	213. 33
1 junior clerk, 2 months, at \$1,200 per annum.....	200. 00
1 junior clerk, 1 month, at \$1,200 per annum.....	100. 00
1 junior clerk, ½ month and 9 days, at \$1,200 per annum..	80. 00
1 junior clerk, 1 day, at \$1,200 per annum.....	3. 33
3 under clerks, 1 year, at \$1,080 per annum.....	3, 240. 00
1 under clerk, 11½ months and 14 days, at \$1,080 per annum	1, 077. 00
1 under clerk, 4½ months, at \$1,020 per annum, and 7½ months, at \$1,080 per annum.....	1, 057. 50
1 under clerk, 1½ months, at \$1,020 per annum, and 8½ months, at \$1,080 per annum.....	892. 50
1 under clerk, 2 months, at \$1,080 per annum.....	180. 00
23 under clerks, 1 year, at \$1,020 per annum	23, 460. 00
2 skilled laborers, 1 year, at \$1,020 per annum.....	2, 040. 00
1 under clerk, 11½ months and 14 days, at \$1,020 per annum	1, 017. 16
1 under clerk, 11½ months and 13½ days, at \$1,020 per annum.....	1, 015. 75
1 under clerk, 11½ months and 10 days, at \$1,020 per annum.....	1, 005. 83
1 under clerk, 2 months, at \$900 per annum, and 10 months, at \$1,020 per annum.....	1, 000. 00
1 messenger, 1 month, at \$660 per annum, and under clerk, 11 months, at \$1,020 per annum.....	990. 00
1 under clerk, 11½ months and 1 day, at \$1,020 per annum.	980. 33
1 under clerk, 4½ months, at \$900 per annum, and 7½ months, at \$1,020 per annum.....	975. 00

DETAILED STATEMENT OF EXPENDITURES OF THE INTERSTATE COMMERCE COMMISSION FOR FISCAL YEAR ENDING JUNE 30, 1909—Continued.

Employees—Continued.

1 under clerk, 11 months and 10 days, at \$1,020 per annum.	\$963. 33
1 under clerk, 11 months, at \$1,020 per annum.....	935. 00
1 under clerk, 10½ months, at \$1,020 per annum.....	892. 50
1 under clerk, 9½ months and 2 days, at \$1,020 per annum.	813. 17
1 under clerk, 9 months and 14 days, at \$1,020 per annum.	804. 67
1 under clerk, 9 months and 10 days, at \$1,020 per annum.	793. 33
1 under clerk, 9 months and 3 days, at \$1,020 per annum..	773. 50
1 under clerk, 8½ months and 11 days, at \$1,020 per annum.	753. 67
1 under clerk, 7½ months and 14 days, at \$1,020 per annum.	677. 17
1 under clerk, 7½ months and 9 days, at \$1,020 per annum.	663. 00
1 under clerk, 7½ months and 7 days, at \$1,020 per annum.	657. 33
1 under clerk, 7½ months and 6 days, at \$1,020 per annum.	654. 50
3 under clerks, 7½ months, at \$1,020 per annum.....	1, 912. 50
2 under clerks, 7 months and 8 days, at \$1,020 per annum.	1, 235. 34
1 under clerk, 7 months and 7 days, at \$1,020 per annum..	614. 84
2 under clerks, 7 months, at \$1,020 per annum.....	1, 190. 00
1 under clerk, 6½ months and 14 days, at \$1,020 per annum.	592. 16
1 under clerk, 6½ months and 12½ days, at \$1,020 per annum.....	587. 91
1 under clerk, 6½ months and 11 days, at \$1,020 per annum.	583. 67
1 under clerk, 6 months and 12 days, at \$1,020 per annum.	544. 00
1 under clerk, 6 months, at \$1,020 per annum.....	510. 00
1 under clerk, 5 months and 11 days, at \$1,020 per annum.	456. 17
2 under clerks, 5 months, at \$1,020 per annum.....	850. 00
1 under clerk, 4½ months and 12½ days, at \$1,020 per annum.....	417. 91
1 under clerk, 4½ months and 12 days, at \$1,020 per annum.	416. 50
3 under clerks, 4½ months and 8 days, at \$1,020 per annum.	1, 215. 51
1 under clerk, 4 months and 14 days, at \$1,020 per annum.	379. 67
1 under clerk, 4 months and 2 days, at \$1,020 per annum..	345. 67
1 under clerk, 3½ months and 10 days, at \$1,020 per annum.	325. 83
1 under clerk, 3½ months and 7 days, at \$1,020 per annum..	317. 33
1 under clerk, 3 months and 13 days, at \$1,020 per annum..	291. 83
1 under clerk, 3 months and 4 days, at \$1,020 per annum..	266. 33
2 under clerks, 3 months, at \$1,020 per annum.....	510. 00
1 under clerk, ½ month and 12 days, at \$1,020 per annum..	76. 50
1 under clerk, ½ month and 2 days, at \$1,020 per annum..	48. 17
1 under clerk, 10 days, at \$1,020 per annum.....	28. 33
5 under clerks, 1 year, at \$900 per annum	4, 500. 00
1 temporary under clerk, 4 months and 14 days, at \$1,020 per annum, and under clerk, 6 months, at \$900 per annum	829. 67
1 under clerk, 8 months and 5 days, at \$900 per annum..	612. 50
1 junior clerk, 3 months, at \$1,400 per annum, and under clerk, 2 months and 4½ days, at \$900 per annum.....	511. 24
1 under clerk, 5 months and 6 days, at \$900 per annum....	390. 00
1 under clerk, 4 months, at \$900 per annum.....	300. 00
1 temporary under clerk, 2 months and 11 days, and under clerk, 1½ months, at \$900 per annum.....	290. 00
1 under clerk, 3 months and 8 days, at \$900 per annum....	245. 00
1 under clerk, 2½ months, at \$900 per annum.....	187. 50

DETAILED STATEMENT OF EXPENDITURES OF THE INTERSTATE COMMERCE COMMISSION FOR FISCAL YEAR ENDING JUNE 30, 1909—Continued.

Employees—Continued.

1 telephone operator, 1 year, at \$840 per annum.....	\$840. 00
1 skilled laborer, 1 year, at \$840 per annum.....	840. 00
2 messengers, 1 year, at \$720 per annum.....	1, 440. 00
1 messenger, 11½ months and 14½ days, at \$720 per annum	719. 00
1 messenger, 5½ months and 4 days, at \$720 per annum....	338. 00
1 classified laborer, 1 year, at \$720 per annum.....	720. 00
6 watchmen, 1 year at \$720 per annum.....	4, 320. 00
2 messengers, 1 year, at \$660 per annum.....	1, 320. 00
1 messenger, 5 days, at \$660 per annum.....	9. 17
1 messenger, 1 year, at \$600 per annum.....	600. 00
1 classified laborer, 1 year, at \$600 per annum.....	600. 00
1 foreman laborer, 1 year, at \$600 per annum.....	600. 00
12 unskilled laborers, 1 year, at \$600 per annum.....	7, 200. 00
1 unskilled laborer, 11½ months and 14 days, at \$600 per annum.....	598. 33
1 unskilled laborer, 2 months, at \$600 per annum.....	100. 00
5 messenger boys, 1 year, at \$480 per annum.....	2, 400. 00
1 messenger boy, 11 months and 12 days, at \$480 per annum.....	456. 00
1 messenger boy, 11 months and 6 days, at \$480 per annum.	448. 00
16 messenger boys, 1 year, at \$420 per annum.....	6, 720. 00
2 messenger boys, 11½ months and 14 days, at \$420 per annum.....	837. 66
1 messenger boy, 11½ months and 7 days, at \$420 per annum.....	410. 67
1 messenger boy, 11 months and 2 days, at \$420 per annum.	387. 33
1 messenger boy, 10½ months and 13 days, at \$420 per annum.....	382. 67
1 messenger boy, 10½ months, at \$420 per annum.....	367. 50
1 messenger boy, 10 months and 10 days, at \$420 per annum.....	361. 67
1 messenger boy, 9½ months, at \$420 per annum.....	332. 50
1 messenger boy, 9 months and 14 days, at \$420 per annum.	331. 33
1 messenger boy, 9 months and 8 days, at \$420 per annum.	324. 33
1 messenger boy, 9 months, at \$420 per annum.....	315. 00
1 messenger boy, 8 months and 6 days, at \$420 per annum.	287. 00
1 messenger boy, 7½ months and 13 days, at \$420 per annum.....	277. 67
2 messenger boys, 7½ months and 6 days, at \$420 per annum.	539. 00
1 messenger boy, 7½ months, at \$420 per annum.....	262. 50
1 messenger boy, 2½ months and 4 days, at \$420 per annum.	92. 17
1 messenger boy, 2½ months, at \$420 per annum.....	87. 50
1 messenger boy, 1½ months and 13 days, at \$420 per annum.....	67. 67
1 messenger boy, 1 month and 9 days, at \$420 per annum.	45. 50
1 messenger boy, 1 month, at \$420 per annum.....	35. 00
4 unskilled laborers, 1 year, at \$240 per annum.....	960. 00
3 unskilled laborers, 11½ months and 14 days, at \$240 per annum.....	717. 99
1 unskilled laborer, 11½ months and 13 days, at \$240 per annum.....	238. 66

DETAILED STATEMENT OF EXPENDITURES OF THE INTERSTATE COMMERCE COMMISSION FOR FISCAL YEAR ENDING JUNE 30, 1909—Continued.

Employees—Continued.

1 unskilled laborer, 11½ months and 12 days, at \$240 per annum.....	\$237. 99
1 unskilled laborer, 11½ months, at \$240 per annum.....	230. 00
2 unskilled laborers, 9 months and 10 days, at \$240 per annum.....	373. 34
1 unskilled laborer, 9 months and 9 days, at \$240 per annum.....	186. 00
1 unskilled laborer, 9 months, at \$240 per annum.....	180. 01
1 unskilled laborer, 8 months and 9 days, at \$240 per annum.....	166. 00
1 temporary inspector, 11½ months and 1 day, at \$2,520 per annum.....	2, 422. 00
1 temporary inspector, 1 year, at \$1,380 per annum.....	1, 380. 00
1 temporary inspector, 12 days, at \$1,320 per annum....	44. 00
1 temporary inspector, 3½ months and 8 days, at \$1,200 per annum.....	376. 67
4 temporary inspectors, ½ month, at \$1,200 per annum...	200. 00
1 temporary junior clerk, 9 days, at \$1,200 per annum...	30. 00
1 temporary under clerk, 10 months and 7 days, at \$1,020 per annum.....	869. 83
1 temporary under clerk, 4½ months, at \$900 per annum, and 5 months and 6 days, at \$1,020 per annum.....	779. 50
1 temporary under clerk, 6 months and 3 days, at \$1,020 per annum.....	518. 50
1 temporary under clerk, 3½ months and 12 days, at \$1,020 per annum.....	331. 50
1 temporary under clerk, 2½ months and 12 days, at \$1,020 per annum.....	246. 50
1 temporary under clerk, 2½ months and 11 days, at \$1,020 per annum.....	243. 67
1 temporary under clerk, 2½ months and 10½ days, at \$1,020 per annum.....	242. 24
1 temporary under clerk, 5½ months and 2½ days, at \$900 per annum.....	418. 75
1 temporary clerk, 5½ months and 14½ days, at \$720 per annum.....	359. 00
1 temporary clerk, 3 months, at \$720 per annum.....	180. 00
1 temporary clerk, 2½ months and 14½ days, at \$720 per annum.....	179. 00
1 temporary clerk, 2½ months and 10½ days, at \$720 per annum.....	171. 00
1 temporary skilled laborer, 4 months, at \$720 per annum..	240. 00
1 temporary watchman, 3 months and 10 days, at \$720 per annum.....	200. 00
1 temporary watchman, 1½ months and 5 days, at \$720 per annum.....	100. 00
1 temporary watchman, 12 days, at \$720 per annum.....	24. 00
1 temporary watchman, 7 days, at \$720 per annum.....	14. 00
1 temporary watchman, 6 days, at \$720 per annum.....	12. 00
1 temporary skilled laborer, 2½ months, at \$660 per annum.	137. 51

DETAILED STATEMENT OF EXPENDITURES OF THE INTERSTATE COMMERCE COMMISSION FOR FISCAL YEAR ENDING JUNE 30, 1909—Continued.

Employees—Continued.

1 temporary skilled laborer, 2 months and 4 days, at \$660 per annum.....	\$117.34
1 employee, 5 months and $\frac{1}{2}$ day, at \$600 per annum....	250.83
1 employee, $3\frac{1}{2}$ months and 14 days, at \$600 per annum..	198.33
1 employee, $3\frac{1}{2}$ months and 10 days, at \$600 per annum ..	191.67
1 clerk, $3\frac{1}{2}$ months and 6 days, at \$600 per annum.....	185.00
1 employee, $\frac{1}{2}$ month and 7 days, at \$600 per annum....	36.67
1 employee, 1 month, at \$540 per annum.....	45.00
1 employee, $\frac{1}{2}$ month and 13 days, at \$540 per annum....	42.00
1 temporary unskilled laborer, $9\frac{1}{2}$ months, at \$600 per annum.....	475.00
2 temporary unskilled laborers, $\frac{1}{2}$ month and 14 days, at \$600 per annum.....	96.66
1 temporary unskilled laborer, 27 days, at \$1.50 per day..	40.50
1 temporary unskilled laborer, 26 days, at \$1.50 per day..	39.00
1 temporary unskilled laborer, 1 month, at \$240 per annum..	20.00
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	\$492, 233. 32

Stenography and typewriting:

4 days, at \$10 per day.....	40.00
29 $\frac{1}{2}$ hours, at 75 cents per hour.....	22.00
174 $\frac{1}{2}$ hours, at 50 cents per hour.....	87.25
607 $\frac{1}{2}$ hours, at 40 cents per hour.....	242.90
8 pages, at 75 cents per page.....	6.00
54,231 pages, at 60 cents per page.....	32,538.60
10,094 pages, at 50 cents per page.....	5,047.00
30 pages, at 33 $\frac{1}{2}$ cents per page.....	10.00
862 pages, at 25 cents per page.....	215.50
28 pages, at 20 cents per page.....	5.60
185 pages, at 15 cents per page.....	27.75
20,762 pages, at 12 $\frac{1}{2}$ cents per page.....	2,595.24
140 pages, at 10 cents per page.....	14.00
180 folios, at 20 cents per folio.....	36.00
10 folios, at 15 cents per folio.....	1.50
296 folios, at 12 $\frac{1}{2}$ cents per folio.....	37.00
643 folios, at 12 cents per folio.....	77.16
780 folios, at 10 cents per folio.....	78.00
2,937 $\frac{1}{2}$ folios, at 6 cents per folio.....	176.25
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	41, 257. 75

Traveling expenses..... 33, 371. 36

Rent of offices, second, third, fourth, fifth, sixth, seventh, eighth, and ninth floors, two rooms on first floor, and basement of American Bank Building, 1317 F street NW.; third, fourth, fifth, and sixth floors, and three rooms on second floor of building 1307-1309 G street NW.; fourth floor, three rooms on second floor, two rooms on third floor, and three rooms in basement of Epiphany Building, 1311 G street NW.; one room on eighth floor of Westory Building, Fourteenth and F streets NW.; basement under premises 1334 F street NW.; brick building in rear of premises 1338 G street NW. (this charge includes heating, lighting, elevator, and water service); and two rooms on first floor of 802 South University avenue, Ann Arbor, Mich..... 43, 340. 48

DETAILED STATEMENT OF EXPENDITURES OF THE INTERSTATE COMMERCE COMMISSION FOR FISCAL YEAR ENDING JUNE 30, 1909—Continued.

Desks, chairs, tables, bookcases and filing cases, typewriters, etc.....	\$13, 279. 78	
Stationery.....	13, 746. 01	
Printing.....	318. 25	
Books and periodicals.....	2, 985. 86	
Counsel.....	11, 926. 95	
Court costs.....	2, 438. 62	
Special services.....	18, 025. 06	
Witness fees.....	35. 80	
Telegrams.....	2, 835. 03	
Incidental expenses.....	11, 806. 09	
		\$762, 600. 36
Examination of accounts:		
1 chief examiner, 1 year, at \$5,000 per annum.....	5, 000. 00	
1 examiner, 6½ months, at \$2,520 per annum, and 5½ months, at \$3,000 per annum.....	2, 740. 00	
1 examiner, 5 months, and 7 days, at \$2,520 per annum, and 5½ months, at \$3,000 per annum.....	2, 684. 00	
1 examiner, 1 month, at \$3,000 per annum.....	250. 00	
1 examiner, 3 months and 7 days, at \$2,700 per annum..	727. 50	
1 examiner, 2½ months and 1 day, at \$2,700 per annum..	570. 00	
1 examiner, 2 months and 11 days, at \$2,700 per annum..	532. 50	
4 examiners, 1 year, at \$2,520 per annum.....	10, 080. 00	
1 examiner, 6 months and 5 days, at \$2,520 per annum, and 1 month and 9 days, at \$3,000 per annum.....	1, 620. 00	
1 examiner, 5½ months, at \$2,520 per annum.....	1, 155. 00	
1 examiner, 2½ months, at \$2,520 per annum.....	525. 00	
1 examiner, 2 months, at \$2,520 per annum.....	420. 00	
1 examiner, 1½ months and 6 days, at \$2,520 per annum...	357. 00	
5 examiners, 6½ months, at \$2,100 per annum, and 5½ months, at \$2,400 per annum.....	11, 187. 50	
1 examiner, 4 months, at \$2,400 per annum.....	800. 00	
1 examiner, 2½ months and 4 days, at \$2,400 per annum...	526. 67	
1 examiner, 1½ months and 13 days, at \$2,400 per annum..	386. 67	
2 examiners, 1½ months and 6 days, at \$2,400 per annum..	680. 00	
1 examiner, ½ month and 1 day, at \$2,400 per annum....	106. 67	
2 examiners, 6½ months, at \$1,980 per annum, and 5½ months, at \$2,100 per annum.....	4, 070. 00	
1 examiner, 9 months, at \$2,100 per annum.....	1, 575. 00	
1 examiner, 8½ months and 14 days, at \$2,100 per annum..	1, 569. 17	
1 examiner, 7½ months and 11 days, at \$2,100 per annum..	1, 376. 67	
1 examiner, 2 months and 12 days, at \$2,100 per annum....	420. 00	
1 examiner, 2 months, at \$2,100 per annum.....	350. 00	
1 examiner, ½ month and 1 day, at \$2,100 per annum....	93. 33	
1 examiner, 8½ months, at \$1,980 per annum.....	1, 402. 50	
2 examiners, 2 months, at \$1,980 per annum.....	660. 00	
2 examiners, 6½ months, at \$1,620 per annum, and 5½ months, at \$1,860 per annum.....	3, 460. 00	
1 examiner, 6 months and 13 days, at \$1,620 per annum, and 5½ months, at \$1,860 per annum.....	1, 721. 00	

DETAILED STATEMENT OF EXPENDITURES OF THE INTERSTATE COMMERCE COMMISSION FOR FISCAL YEAR ENDING JUNE 30, 1909—Continued.

Examination of accounts—Continued.

1 examiner, 8½ months and 8 days, at \$1,860 per annum..	\$1,358.83
1 examiner, 3½ months and 1 day, at \$1,860 per annum..	547.67
1 examiner, 2½ months and 2 days, at \$1,860 per annum..	397.83
1 examiner, 2½ months, at \$1,860 per annum.....	387.50
1 examiner, 2 months and 12 days, at \$1,860 per annum...	372.00
4 examiners, 2 months, at \$1,860 per annum.....	1,240.00
1 examiner, 1½ months and 13 days, at \$1,860 per annum..	299.67
1 examiner, ½ month and 8 days, at \$1,860 per annum..	118.83
1 clerk, 2 months, at \$1,620 per annum.....	270.00
1 junior clerk, 4 months, at \$1,260 per annum, and clerk, 5 months, at \$1,500 per annum.....	1,045.00
1 junior clerk, 3 months, at \$1,200 per annum, and clerk, 5½ months, at \$1,500 per annum.....	987.50
1 junior clerk, 1½ months, at \$1,260 per annum, and clerk, 5½ months, at \$1,500 per annum.....	845.00
1 junior clerk, 1½ months, at \$1,260 per annum, and clerk, 5 months, at \$1,500 per annum.....	782.50
1 clerk, ½ month and 11 days, at \$1,500 per annum.....	108.34
1 junior clerk, 4 months, at \$1,260 per annum, and 5½ months, at \$1,380 per annum.....	1,052.50
1 junior clerk, 1½ months, at \$1,200 per annum, and 5½ months, at \$1,380 per annum.....	782.50
1 junior clerk, 3 months, at \$1,200 per annum.....	300.00
1 junior clerk, 2 months, at \$1,200 per annum.....	200.00
1 junior clerk, ½ month, at \$1,200 per annum.....	50.00
1 under clerk, 10 months, at \$1,080 per annum.....	900.00
1 under clerk, 10 months, at \$1,020 per annum.....	850.00
1 under clerk, 8 months and 5 days, at \$1,020 per annum..	694.17
1 under clerk, 7 months, at \$1,020 per annum.....	595.00
1 messenger boy, 10 months, at \$420 per annum.....	350.00
	<hr/> 71,581.02
Traveling expenses.....	31,297.39
Incidental expenses.....	2,345.51
	<hr/> \$105,223.92

Safety appliances:

1 attorney, 10 months and 14 days, at \$2,100 per annum..	1,831.67
1 inspector clerk, 1 year, at \$1,980 per annum.....	1,980.00
1 attorney, 1 year, at \$1,740 per annum.....	1,740.00
21 inspectors, 1 year, at \$1,620 per annum.....	34,020.00
1 inspector, 7 months, at \$1,620 per annum.....	945.00
1 inspector, 4½ months and 4 days, at \$1,620 per annum..	625.50
1 inspector, 2 months, at \$1,620 per annum.....	270.00
1 attorney, 1 year, at \$1,500 per annum.....	1,500.00
1 junior clerk, 5½ months, at \$1,260 per annum, and attor- ney, 6½ months, at \$1,500 per annum.....	1,390.00
1 under clerk, 6 months, at \$1,080 per annum, and attor- ney, 6 months, at \$1,500 per annum.....	1,290.00
1 under clerk, 1 year, at \$1,080 per annum.....	1,080.00

DETAILED STATEMENT OF EXPENDITURES OF THE INTERSTATE COMMERCE COMMISSION FOR FISCAL YEAR ENDING JUNE 30, 1909—Continued.

Safety appliances—Continued.

1 under clerk, 11½ months and 4½ days, at \$1,080 per annum.	\$1,048.50	
1 under clerk, 5½ months, at \$1,020 per annum.....	467.50	
1 under clerk, 3 months and 2 days, at \$1,020 per annum.	260.67	
	<hr/>	
	48,448.84	
Traveling expenses.....	50,170.30	
Incidental expenses.....	1,011.62	
	<hr/>	
		\$99,630.76
Block signal and train control.....		21,481.28
		<hr/>
Total amount of expenditures from July 1, 1908, to June 30, 1909..		988,936.32

APPENDIX B.

POINTS DECIDED BY THE COMMISSION IN REPORTED CASES
DURING THE YEAR, WITH INDEX OF POINTS
DECIDED AND TABLE OF CASES.

POINTS DECIDED IN REPORTED CASES DURING THE YEAR.

G. H. Porter v. St. Louis & San Francisco Railroad Company. (15 I. C. C. Rep., 1.)

- 659. Rate charged by defendants on complainants' shipment of emigrant outfit from Fletcher, Okla., to Bovina, Tex., of 68 cents per 100 pounds found unreasonable to the extent that it exceeds the combination of locals of 41 cents per 100 pounds now applying over the route the shipment moved.
- 660. Reparation awarded to complainants for excessive amount collected on their shipment of emigrant outfit, plus whatever amount was collected by sale for demurrage or warehousing.
- 661. Two of the defendants required to keep in force for at least two years the local rate which now results in a combination rate of 41 cents per 100 pounds on emigrant outfits from Fletcher to Bovina.
- 662. The lawful rate, at the time the shipment moved, via the route it traversed was 62 cents per 100 pounds. This lawful rate was never quoted, assessed, or charged upon the shipment, and all rates that were quoted, assessed, or charged were excessive by reason of exceeding this lawful rate in addition to being excessive because unreasonable.

Rentz Brothers, Incorporated, v. Chicago, Burlington & Quincy Railroad Company. (15 I. C. C. Rep., 7.)

- 663. Defendants having conceded relief prayed for, making a classification for jewelers' sweepings in Western Classification, case is dismissed.

Naylor & Company v. Lehigh Valley Railroad Company. (15 I. C. C. Rep., 9.)

- 664. Defendants' rate on pyrites cinder should not exceed their rate on iron ore from Buffalo, N. Y., to points in Pennsylvania and New Jersey. Reparation denied.

Commercial Coal Company v. Baltimore & Ohio Railroad Company. (15 I. C. C. Rep., 11.)

- 665. Defendants' rate of \$1.90 per net ton for the transportation of bituminous coal from Grafton, W. Va., via Willow Creek, Ind., to Kalamazoo, Mich., a distance of 640 miles, not found unreasonable, though defendants subsequently for competitive reasons reduced the rate to \$1.85 per ton; as carriers may voluntarily make rates lower than they may lawfully be required to make.
- 666. The voluntary reduction of a rate does not carry with it a conclusive presumption that the prior rate was unreasonable.
- 667. A carrier with a long route is not obliged as a matter of law to meet the rate of a short-line competitor; neither is a carrier via a long route obliged as a matter of law to reduce its rate because its short-line competitor reduces a rate which has been the same via both routes. Complaint dismissed and reparation denied.

American Bankers' Association v. American Express Company. (15 I. C. C. Rep., 15.)

- 668. Complainants alleged that defendant express companies, by dealing in domestic and foreign exchange, money orders, letters of credit, travelers' checks and drafts, and foreign money, trespass upon the business of bankers, and by the unfair use and exercise of their business as common carriers violate the act to regulate commerce by unjust discrimination against complainants. Defendants averred that they are subject to the act only as forwarders of goods by express and not in respect to any other kind of business carried on by them, and that their financial business has no relation to their

business as common carriers and does not constitute interstate or foreign commerce; *Held*, upon defendants' motion to dismiss complaint and complainants' request for subpoena duces tecum, that as there may be some question of unjust discrimination involved in the matter, the motion to dismiss the complaint is denied; but as the information sought by complainants through the issuance of subpoena duces tecum does not at this time seem to be necessary to a showing of unjust discrimination in the transportation of money, it does not appear that it would be proper to impose the large expense that preparation of the information would involve. The request for such subpoena is also denied.

669. There can be no doubt as to the jurisdiction of the Commission of any question of discrimination connected with the service of the express companies as carriers; but even if unjust and undue discrimination, free from criminal act, were shown to exist in their practices, it is clearly the duty of this Commission to go no further in destruction or disturbance of the business of the carrier, or in depriving the public of conveniences and facilities of value to it, than is necessary in order to remove the discrimination to the extent that it is unjust or undue.

670. The extent, if any, to which defendants transport money for themselves for the purpose of settling balances in the carrying on of their financial operations has not been shown. The relationship of the cost of this service and of the charges made therefor has not been presented. There may or may not be some question of unjust discrimination involved therein, and complainants should be given an opportunity to present their proofs in support of this alleged discrimination and the defendants should have an opportunity to answer same. The Commission shall therefore, unless advised by complainants of their desire to dismiss this proceeding, set it down in due time for hearing of further testimony along the lines herein indicated.

Central Commercial Company v. Mobile, Jackson & Kansas City Railroad Company. (15 I. C. C. Rep., 25.)

671. Complainant had shipped to it 1 carload of rosin from Louin, Miss., to Peoria, Ill., for the transportation of which defendants exacted a combination rate of 61 cents per 100 pounds, whereas Laurel, Miss., only 3 miles from Louin, had a through rate of 27 cents per 100 pounds. Defendants, admitting the facts, have since given Louin the Laurel rate on rosin between the points and are willing to make reparation. Reparation awarded, and defendants required to maintain for two years no higher rate on rosin from Louin than from Laurel to Peoria.

J. A. Whitcomb v. Chicago & North Western Railway Company. (15 I. C. C. Rep., 27.)

672. Defendants' rate of 92 cents per 100 pounds for the transportation of an uncrated automobile from Beatrice, Nebr., to Kenosha, Wis., not found unreasonable.

673. Classification of new and old automobiles in same class not found, under the circumstances, unjust, as no definite line can be drawn between old and new machines of different value.

Paola Refining Company v. Missouri, Kansas & Texas Railway Company. (15 I. C. C. Rep., 29.)

674. The Commission is justified in reducing a rate only when, upon consideration of all the facts and circumstances, it is of opinion that the rate in question is unreasonable, unduly discriminatory, or otherwise in violation of the act to regulate commerce.

675. Rates established by state authority are presumed to be reasonable, but the same presumption also attaches to rates voluntarily established by carriers, and in proceedings before this Commission no greater sanctity can be presumed in respect of rates established by a state railroad commission than of those voluntarily established by carriers.

676. Complaint in this case attacks the lawfulness of defendant's rates upon petroleum oil in carloads from Paola, Kans., to Boonville and Holden, Mo., upon the ground that they are much higher than its rates from Kansas City, Mo., to the same destinations, although in the latter case the traffic is hauled through Paola, but it appearing that such lower rates are fixed by the Missouri commission for the transportation of intrastate traffic; that inasmuch as the short line between Kansas City and said destinations lies entirely within Missouri and is required to publish said state rates; that defendant must meet said state rate on its interstate haul between Kansas City and said destination points or relinquish its opportunity to participate in the business, and that complainant would not be benefited by withdrawal of defendant from such transportation; *Held*, That the rate adjustment, in view of the substantial dissimilarity in the circumstances and conditions surrounding the traffic from Kansas City and Paola, does not violate the prohibition against unjust discrimination nor the long and short haul provision of the statute, and that it does not appear, from the information in the possession of the Commission, that the rates complained of are unreasonable. Complaint dismissed without prejudice.

C. C. Folmer & Company v. Great Northern Railway Company. (15 I. C. C. Rep., 33.)

Without tariff provision therefor, prior to August 28, 1906, the Wisconsin Central Railroad had an arrangement whereby it would hold at Menasha, Wis., shipments of shingles consigned to complainant which originated on the Pacific coast, subject to rebilling and forwarding to points of destination beyond Chicago, and under this arrangement shipments would move to Chicago on the proportional rate applying between Minnesota Transfer and Chicago the same as if they had not been stopped at Menasha. In connection with a carload shipment delivered March 2, 1906, to the Great Northern Railway at Bellingham, Wash., that company's agent failed to note on billing the bill of lading instructions for delivery to the Wisconsin Central at Minnesota Transfer, and shipment was at that point turned over to the Chicago, Milwaukee & St. Paul Railway, whence it was rebilled to Detroit, Mich., resulting in the application of a 10-cent rate, Minnesota Transfer to Menasha, plus an 8½-cent rate, Menasha to Chicago, instead of the 10-cent proportional rate, Minnesota Transfer to Chicago, which would have been applied under complainant's arrangement with the Wisconsin Central had the car been delivered to that road at Minnesota Transfer. The negligence of the Great Northern Railway caused complainant to pay \$28.50 more than it presumably would have paid, but not more than it was lawfully bound to pay under the tariff then in force. The rate exacted was the only rate lawfully applicable, under tariffs on file with the Commission, via either route; *Held*:

677. The holding, storing, unloading and reloading of Pacific coast shipments of shingles at Menasha subject to rebilling and reconsignment under the proportional rate from Minnesota Transfer to Chicago was a privilege and service that required publication in a tariff in order to be lawful.

678. An act of negligence which deprives the shipper of the enjoyment of an unlawful rate can not be made the basis of a claim for reparation. Complaint dismissed.

Laning-Harris Coal & Grain Company v. St. Louis & San Francisco Railroad Company. (15 I. C. C. Rep., 37.)

Between November 8, 1906, and April 20, 1907, defendant through error collected from complainant as switching charges upon interstate carload shipments of hay to Kansas City, Mo., \$42 in excess of the amount authorized by its tariff, and refused to refund the same because at a prior time it had, through error, collected an amount less than that required by its tariffs which it has since been unable to collect from complainant. Upon complaint, it pleaded set-off of the amount alleged to be due it from complainant; *Held*:

679. That inasmuch as the Commission is without authority to adjudicate the claim of a railroad company against a shipper, it can not consider the counter-claim of defendant.
680. That the Commission has authority to award damages in a case where a carrier collects a greater sum on an interstate shipment than is fixed by its published tariffs. Reparation in the sum of \$42 awarded.

Lindsay Brothers v. Michigan Central Railroad Company. (15 I. C. C. Rep., 40.)

681. Complainant made eight separate L. C. L. shipments of boilers from Kalamazoo, Mich., to New Glarus, South Wayne, Monticello, and Monroe, Wis., over defendants' lines, upon which shipments defendants' rates exceeded the combination of locals; *Held*, That the through joint rates at the time of shipments were unjust and unreasonable to the extent that they exceeded the combination of locals. Reparation awarded.

State of Oklahoma v. Chicago, Rock Island & Pacific Railway Company. (15 I. C. C. Rep., 42.)

682. Defendants' rates for the transportation of petroleum and its products in carloads from refining points in Kansas and Missouri to specified points in Oklahoma found unreasonable, and lower maximum rates prescribed for the future.

In the Matter of Passes to Clergymen and Persons Engaged in Charitable Work. (15 I. C. C. Rep., 45.)

683. The Commission entertains no doubt that carriers subject to the act may legally grant free or reduced-rate transportation to some persons engaged in charitable and eleemosynary work who may be included in any class comprehended by rules 9, 10, 11, 12, and 14 of the Transcontinental Clergy Bureau.

Red Wing Linseed Company v. Chicago, Milwaukee & St. Paul Railway Company. (15 I. C. C. Rep., 47.)

684. Complainant shipped 2 carloads of flaxseed from Britton, S. Dak., to Red Wing, Minn., for the transportation of which defendant charged its published rate of 26.5 cents per 100 pounds. Since the shipments in question were made defendant has reduced the rate from Britton to Red Wing to 15.5 cents per 100 pounds; *Held*, That the 26.5-cent rate was unjust and unreasonable to the extent that it exceeded the subsequently established rate of 15.5 cents. Reparation awarded.

L. B. Menefee Lumber Company v. Texas & Pacific Railway Company. (15 I. C. C. Rep., 49.)

685. Defendants' rate of 32.5 cents per 100 pounds for the transportation of yellow-pine lumber from Lake Charles, La., to El Paso, Tex., a distance of 1,067 miles over two lines, can not be found unreasonable because a single line has a published rate on such commodity between the same points of 25 cents per 100 pounds, carrying it a distance of 972 miles, even though defendants subsequently for competitive reasons reduced their rate to 25 cents per 100 pounds. Reparation denied and complaint dismissed.

686. Whatever may have been the practice in the past of "meeting the rate," the act, and the decisions of the Commission interpreting its provisions, unmistakably lay down the doctrine that tariffs must now be adhered to.

687. The Commission can not lend sanction to the idea that a lower rate in effect via one line than via another line is conclusive evidence of the unreasonableness of the higher rate. *Ottumwa Bridge Co. v. C., M. & St. P. Ry. Co.*, 14 I. C. C. Rep., 125, and *Commercial Coal Co. v. B. & O. R. R. Co.*, 15 I. C. C. Rep., 11, cited and approved.

688. If reparation were granted in this case it would go far to support the theory that a carrier may not voluntarily reduce its rate without being liable for damages on all past shipments, a theory which can not be accepted by the Commission.

J. C. Blume & Company v. Wells, Fargo & Company. (15 I. C. C. Rep., 53.)

689. Because of the failure of the defendant express company to make prompt delivery of a carload of fruit at the unloading station designated by the shippers the latter were unable to take advantage of a high market, but were compelled later to sell at lower prices; for the loss thus sustained they demand reparation. *Held*, That complaints for damages of that character are not cognizable by the Commission.

690. The prompt and safe carriage of goods is an obligation enforced upon carriers by the common law and not by the act to regulate commerce. Damages may be awarded by the Commission only for a violation of some provision of the act.

Foster Lumber Company v. Atchison, Topeka & Santa Fe Railway Company. (15 I. C. C. Rep., 56.)

691. Often a wide divergence of opinion exists as to the reasonableness of a specific rate between certain points, and any policy pursued by this Commission tending to make it burdensome to carriers to reduce rates would ultimately work a hardship to the shipping public. For these reasons it would appear unwise for this Commission to adopt a policy by which, upon the voluntary reduction of a rate, a shipper who had previously paid the higher rate should recover as damages whatever difference there might be between the rate which he was compelled to pay and the rate newly established by the railroad, where application had not been made, either to the railroad or to this Commission, for a reduction of the rate prior to the time at which the railroad itself made such reduction, and where it does not clearly appear that the rate was at the time unreasonable.

692. Under the law carriers must initiate rates, and so long as they do not abuse the right conferred upon them by the statute, the Commission is not justified in penalizing them.

693. Complainant shipped a carload of lumber from Fostoria, Tex., to Melrose, N. Mex., on which it was charged 41 cents per 100 pounds. Subsequently defendants established a joint through rate of 33 cents per 100 pounds on lumber between the said points. Upon complaint seeking reparation based on the difference between these rates; *Held*, on the record, that the 41-cent rate was not so unreasonable as to warrant an order that all moneys collected thereunder should be refunded. Reparation disallowed and complaint dismissed.

Green Bay Business Men's Association v. Baltimore & Ohio Railroad Company. (15 I. C. C. Rep., 59.)

694. Rates from eastern territory to Green Bay, Wis., may properly be higher than the Chicago scale. The basis now in effect, which is about 107 per cent of Chicago, not found unlawful.

695. This Commission has often held that the long maintenance of a given rate is an admission of the reasonableness of that rate. It has also held that where, upon the strength of a given rate, capital has been invested and industrial conditions have become established, this rate can not be discontinued without taking into account its effect upon these commercial and industrial conditions. But it has never been said that there was any absolute rule requiring for any reason the indefinite continuance of such a rate. It is always a question of what, under all the circumstances, is just and reasonable.

C. H. Godfrey & Son v. Texas, Arkansas & Louisiana Railway Company. (15 I. C. C. Rep., 65.)

696. Class rates of 75 cents and 82 cents per 100 pounds, applied by defendants on shipments of canned peaches from Atlanta, Tex., to Kansas City and Chicago, respectively, were excessive and ought not to have exceeded the present commodity rates of 51 cents per 100 pounds to Kansas City and 58 cents to Chicago. Reparation awarded on that basis, with interest at 6 per cent, and defendants required to maintain the lower rates for a period of two years.

Grand Rapids Plaster Company *v.* Pere Marquette Railroad Company. (15 I. C. C. Rep., 68.)

697. Complainant shipped 2 carloads of plaster from Grand Rapids, Mich., via Milwaukee, Wis., to Houghton, Mich., for which it was charged a rate of 20 cents per 100 pounds. When the shipments were made the initial carrier had a published rate on plaster between said points of 16½ cents per 100 pounds, but at the date of shipments the delivering carrier had not concurred in the 16½-cent rate. Subsequently the 16½-cent rate was made the legal rate over the route taken; *Held*, That the 20-cent rate was unjust and unreasonable, and that the 16½-cent rate would be a just and reasonable rate for the future. Reparation awarded.

North Brothers *v.* Chicago, Milwaukee & St. Paul Railway Company. (15 I. C. C. Rep., 70.)

698. Class rates charged by defendants subsequent to June 30, 1907, for the transportation of hay from Kansas City, Mo., to Mississippi River points and points east found unjust and unreasonable. These rates ought not to have exceeded the proportional commodity rates in effect prior to said date. Reparation awarded.

Cedar Hill Coal & Coke Company *v.* Atchison, Topeka & Santa Fe Railway Company. (15 I. C. C. Rep., 73.)

699. It appears that a purchaser of coal from the Victor Fuel Company at its mines upon the Colorado & Southeastern Railway for points of consumption upon the Santa Fe has the benefit of the Trinidad rate, while coal from mines of complainants near Ludlow, in the same district, for the same destinations, must pay 40 cents above the Trinidad rate; it also appears that the Colorado Fuel & Iron Company ships coal from its mines on the Colorado & Wyoming Railway to points on the Santa Fe at the Trinidad rate; and that the Victor Fuel Company owns the Colorado & Southeastern Railway, and the Colorado Fuel & Iron Company owns the Colorado & Wyoming Railway. Complainants, who are engaged in mining coal in the Trinidad district, in Colorado, near Ludlow, on the Colorado & Southern Railway, claim that defendants unduly discriminate against them in favor of the other coal companies mentioned; *Held*, That the arrangements entered into between these railroads work an undue prejudice against the mines of complainants and give unlawful preference to their said competitors.

700. Railroads should not be allowed to so divide and diversify themselves by contract and traffic agreements as to work a practical discrimination. So long as there is identity of ownership in the agency of transportation and the thing transported it is extremely difficult, if not impossible, to prevent discrimination between shippers.

701. The present rate of 40 cents per ton from the mines of complainants to Trinidad, when the coal is for points upon the Santa Fe, is excessive, and should not for the future exceed 25 cents. The Santa Fe should, by proper tariff provision, apply to this coal when received from the Colorado & Southern at Trinidad a rate of 10 cents per ton less than the local Trinidad rate.

Darling & Company *v.* Baltimore & Ohio Railroad Company. (15 I. C. C. Rep., 79.)

702. Defendants' rates on phosphate rock shipped from the Mount Pleasant and Centerville districts in Tennessee to fertilizer manufactories at cities located in Illinois, Indiana, Ohio, Michigan, New York, and Pennsylvania, via the Ohio River crossings, found unreasonable, and reductions in such rates ordered.

Nebraska-Iowa Grain Company *v.* Union Pacific Railroad Company. (15 I. C. C. Rep., 90.)

703. The various complainants herein seek reparation caused by alleged undue discrimination against them in favor of competitors in elevator allowances made by defendant at Omaha and Council Bluffs; defendant declined to pay these allowances, alleging that they were unlawful and that the terms of the tariffs were not complied with;

Held, That this Commission can not, without stultifying itself, make any ruling which will condemn as unlawful the payment of these allowances during the time they have been expressly sanctioned by its decisions.

704. The Commission finds with respect to all the shipments involved in these cases that the provision in the tariffs requiring a return to defendant of the car within forty-eight hours as a condition precedent to the payment of the allowance is unjust, unreasonable, unduly discriminatory, and unlawful; and that complainants are entitled to damages by reason of the maintenance of such unlawful provision which equal the amount which would have accrued to them by way of this elevation allowance, provided the tariff had contained no such provision. Defendant has paid to competitors of complainants this elevation allowance; it has at the same time declined to pay it to complainants. The Commission finds that defendant's reason for so declining is not a valid one, and that it has been guilty of undue discrimination against complainants, for which they are entitled to recover as damages the difference between what has been paid to their competitors and to them.
705. Reparation awarded in case No. 1628 for \$2,509.74 and interest.
706. Reparation awarded in case No. 1775 for \$1,560.79 and interest.
707. Reparation awarded in case No. 1642 for \$698.29 and interest.
708. Reparation awarded in case No. 1655 for \$6,742.10 and interest.
709. Reparation awarded in case No. 1644 for \$1,013.71 and interest.

Palmer & Miller v. Lake Erie & Western Railroad Company. (15 I. C. C. Rep., 107.)

710. Complaint in this case involves the question whether a charge of 14 cents per 100 pounds for the transportation of a carload of corn from Celina, Ohio, to Johnstown, Pa., is unreasonable; the only evidence submitted was that a lower rate is in effect between the same points via other routes; *Held*, That this alone is insufficient to establish that the rate in question is unreasonable. The complaint is dismissed.

Beatrice Creamery Company v. Illinois Central Railroad Company. (15 I. C. C. Rep., 109.)

711. Complainants, engaged in the operation of creameries and using the centralizer method, whereby supplies of cream are obtained by railroad as distinguished from the local creamery method which obtains cream by wagon, insist that defendants' schedule of rates for the transportation of cream to Chicago between Detroit and Port Huron upon the east and Colorado common points upon the west is too high, and ask the Commission to reduce it; *Held*, That, upon the facts disclosed in the record, the present rates are excessive. Defendants ordered to establish a scale of rates prescribed as a maximum. *Milk Producers' Protective Asso. v. D., L. & W. R. R. Co.*, 7 I. C. C. Rep., 92, distinguished.
712. History of origin and development of the creamery business in the territory involved and the competing methods used, given and discussed.
713. Several intervening associations, and representatives from the Department of Agriculture, claimed that the local creamery method of manufacturing butter should, in the interest of the public, be fostered and the centralizer method be discouraged; but such is not the impression left by the record. The centralizer is engaged in a perfectly legitimate business enterprise and affords to hundreds of thousands of farmers the only satisfactory means of disposing of their milk. It seems plain that the duty of this Commission is to establish just and fair transportation charges in so far as that can be done and allow these rival methods to operate under those charges. The Commission should not establish a scale of rates with a view and for the purpose of fostering or discouraging either form of this industry.
714. This Commission has several times held that where a particular industry has grown up under rates voluntarily established and maintained by carriers, these rates can not be advanced without considering the effect upon that industry. There is no such thing as a contract between the railway and the shipper that a certain rate shall

be charged, for the railway rate is a matter of public concern, which can not ordinarily be made the subject of private contract, but in determining what is the just and reasonable thing to be done this Commission must consider the effect upon all parties.

Fairmont Creamery Company v. Pacific Express Company. (15 I. C. C. Rep., 134.)

715. Complainant alleged that defendant declines to issue to it a receipt for empty cans returned free on shipments of cream from various country stations to complainant's creamery at Omaha. This case was heard with that of *Beatrice Creamery Co. v. I. C. R. R. Co.*, *supra*, and as defendant intends to issue such receipts as soon as the new scale of rates on cream is inaugurated, no order is issued.

D. M. Venus v. St. Louis, Iron Mountain & Southern Railway Company. (15 I. C. C. Rep., 136.)

716. The cause of action herein accrued July 19, 1904, and the claim was first presented in writing to the Commission on June 13, 1907; thereupon defendant was advised by the Commission of the presentation to it of the claim, but a formal petition was not filed until April 4, 1908; *Held*, That the first presentation of this claim, on June 13, 1907, effectually bars the operation of the statute, since this is held to be a sufficient presentation within one year after the passage of the amended law.

717. Complainant is entitled to recover from defendant the sum of \$64, as reparation for an unreasonable charge on specified shipment of sacked shelled oats made under the rates complained of in this case.

Celina Mill & Elevator Company v. St. Louis Southwestern Railway Company. (15 I. C. C. Rep., 138.)

718. The direct route from the wheat fields on the line of the Frisco in Oklahoma to points on the Cotton Belt in Texas is through their junction at Sherman. The complainant's flour mill at Celina is 28 miles south of Sherman; the haul of its wheat to Celina and of its flour back to Sherman therefore involves an extra service of 56 miles in order to get the benefit of the through milling-in-transit rate applicable via Sherman; *Held*, That the defendants can not be required to perform this back haul free of charge and that the present tariff rates for back hauls and out-of-line service are not unreasonable.

719. If the milling-in-transit rates over a through route from the Oklahoma wheat fields to points where the flour is consumed are made available to one milling point not on such through route, by giving it a back haul or out-of-line service at reasonable rates, no reason is perceived why the same opportunity should not be accorded to another milling point, even though more distant from such through route, at rates that are relatively reasonable.

Parlin & Orendorff Company v. St. Louis, Iron Mountain & Southern Railway Company. (15 I. C. C. Rep., 145.)

720. On complaint challenging the reasonableness of the class rate of 73 cents per 100 pounds on a mixed carload of buggies and wagons from East St. Louis, Ill., to Beebe, Ark.; *Held*, That the rate was excessive and ought not to have exceeded the commodity rate of 39 cents per 100 pounds presently to be established by the defendant. On that basis reparation is awarded with interest at 6 per cent.

S. R. Washer Grain Company v. Missouri Pacific Railway Company. (15 I. C. C. Rep., 147.)

Complaint alleged unjust discrimination arising from the practice of defendant of allowing free commercial elevation at certain places and refusing the same, or a money compensation therefor, at Atchison. Based on this allegation indirect damages to a large amount were claimed as well as an attorney's fee. The evidence was that the complainant actually elevated a certain amount of grain, moving in interstate commerce over the defendant's lines. The Commission has condemned commercial elevation as practiced by the carriers, or money compensation therefor, *Peavey case*, 14 I. C. C. Rep., 315;

at the time of the alleged discrimination, however, $\frac{3}{4}$ of a cent per 100 pounds was considered a proper allowance in lieu of such elevation. Upon consideration of all the facts, *Held*:

721. The Commission has jurisdiction, without regard to the amount in controversy, to award damages whenever they arise under the act, excepting in those cases where the act itself names another forum.
722. While the *Abilene case*, 204 U. S., 426, settles the primary jurisdiction of this Commission to determine the reasonableness or unreasonableness of an established rate and to award reparation predicated upon the unreasonableness of an established rate, the Commission's jurisdiction is primary also in matters of unjust discrimination, undue or unreasonable preference or advantage, undue or unreasonable prejudice or disadvantage, and, generally, whenever the Commission may order the carrier to cease and desist from violations of the act.
723. The Commission, in passing upon the reasonableness or unreasonableness of a rate, acts as an administrative body having quasi judicial functions; when it determines what the rate should have been and shall be in the future it exercises certain legislative functions; when it computes the damages or reparation due the shipper by reason of the enforcement and collection of a rate unreasonable to the extent that it exceeds a rate which is declared to be reasonable, there is a mere mathematical determination of the damages the shipper should receive. Reparation or damages, therefore, in all matters which concern rates are reduced, after the Commission has determined what the reasonable rate should have been, to the simplicity of a mathematical calculation; elements of conjecture, speculation, and inference are entirely eliminated. In matters of discrimination, however, of undue preference, prejudice, or disadvantage, a different field is entered, where the services of a jury may be necessary, not only by reason of the seventh amendment to the Constitution, but by the very nature of the subject-matter itself. It may be proper, and the Commission has so considered in many instances, to award money damages in cases of the kind just described, and such awards have been complied with by the carriers, but the proofs to support such awards should be very clear and exact; they should be free from surmise and conjecture.
724. Reparation, based upon the amount of grain actually elevated, allowed in this case because it is found that the free commercial elevation afforded shippers elsewhere discriminated against Atchison and affected the rates paid by the complainant to the exact extent of $\frac{3}{4}$ of a cent per 100 pounds.
725. The Commission does not assess costs; nor does it allow attorney's fees; nor does its order for the payment of money have the effect of an order, decree, or judgment of a court; nor are such orders enforceable by process; nor do they become liens upon the property of a defendant.

American Creosoting Works, Limited, v. Illinois Central Railroad Company.
(15 I. C. C. Rep., 160.)

726. Manifestly it is the duty of the carrier to accommodate the needs and necessities of its shippers in regard to supplying cars as much as possible without undue discrimination; but as a practical matter it is not possible for carriers to furnish all shippers with just such cars as they would like and in such numbers and at such days and hours as would best serve the interests of shippers.
727. There is nothing unreasonable or unlawful about a tariff rule which provides that in the event of the carrier's bunching a shipper's cars and delivering them in excess of the shipper's facilities and ability to load or unload demurrage will not accrue.
728. Complainant, desiring to ship creosoted lumber from near New Orleans, La., to points in Texas, Arizona, and Mexico, requested 200 empty flat cars to be delivered at the rate of 4 a day; these cars were not delivered as requested, but on many days no cars were furnished and on some days more than 4 cars were furnished. Numbers of these cars were not loaded within the free time prescribed in the Car Service Association's rules, and demurrage accrued on them. Complainant contested these demurrage charges on the ground that

defendants failed to deliver the cars at the rate of 4 cars per day, as requested; *Held*, That, upon the whole record, the Commission is unable to find these demurrage charges were in this case unreasonable or unjust. Complaint dismissed.

729. If complainant had no voice in directing the setting in of more than 4 cars per day, or if it were shown that complainant protested against the setting in of so many at one time, and its voice and protest had been ignored, there might be room to find that the demurrage charges resulting were unjust and unreasonable; but there is, however, no such showing in the record in this case.

Oscar P. Taylor *v.* Missouri Pacific Railway Company. (15 I. C. C. Rep., 165.)

730. Petition for reparation herein based on alleged unreasonable rate for the transportation of lumber between Atkins, Ark., and Briggs, Okla., dismissed, because of failure of complainant to appear in the matter either in person or by counsel at the hearing.

Marble Falls Insulator Pin Company *v.* Houston & Texas Central Railroad Company. (15 I. C. C. Rep., 167.)

731. The unreasonableness of a through rate upon an interstate shipment via a given route can not be determined, in the absence of other evidence, by a mere comparison therewith of a lower aggregate of rates consisting of a local intrastate rate plus an independent interstate rate based upon a junction through which the carriers have no joint route and no basis of division.

Woodward & Dickerson *v.* Louisville & Nashville Railroad Company. (15 I. C. C. Rep., 170.)

732. Complainant shipped 2 carloads of crude phosphate rock from St. Blaise, Tenn., to Riddlesburg, Pa., but instead of the shipments going over the route directed at the published rate of \$3.45 per gross ton, they were diverted at Cincinnati by the initial carrier to another route over which the \$3.45 joint rate did not apply. Upon complaint asking damages for the excess charged caused by such misrouting; *Held*, That this Commission has jurisdiction to award damages for diversion of shipments under such circumstances, and that complainant should be awarded damages.

733. Though the shipments forming this cause of action were made in November and December, 1905, it appeared that in September, 1907, complainant filed a letter with the Commission setting forth the facts of the case. This letter constitutes a sufficient complaint under the law and bars the running of the statute of limitations. *Nicola, Stone & Myers Co. v. L. & N. R. R. Co.*, 14 I. C. C. Rep., 206, cited and approved.

734. The Commission declines to modify its administrative rulings numbered 60, 70, and 83, in regard to misrouting and liability therefor, under the pleadings in this case; but if there is any modification of these rulings which may properly be made, the Commission will entertain any suggestion that carriers may make without the formality of a complaint.

Hydraulic Press Brick Company *v.* Vandalia Railroad Company. (15 I. C. C. Rep., 175.)

735. Reparation awarded against all the defendants herein for unreasonable charges in the transportation of shipments of pressed brick in carloads from Collinsville, Ill., to Galveston, Tex.; and reparation awarded also against the delivering carrier for the sum collected by mistake in excess of that fixed in the tariffs.

William R. Pilant *v.* Atchison, Topeka & Santa Fe Railway Company. (15 I. C. C. Rep., 178.)

736. Defendants' rate on beer from Milwaukee, Wis., to Roswell, N. Mex., was at the time complainant's shipments moved 78 cents per 100 pounds, while the rate to El Paso, Tex., was 60 cents; subsequently the Roswell rate was reduced to 72 cents; *Held*, That the rate on beer from Milwaukee to Roswell, under the circumstances disclosed by the record, is not violative of the fourth section of the act, does not unduly prejudice Roswell, and should not be further reduced. Reparation denied.

737. When carriers have of their own volition made a reduction in rates, it is not the practice of the Commission to award reparation as a matter of course on all shipments made previous to the reduction. Such a policy would operate as the strongest possible deterrent to the voluntary decrease of rates. *Foster Lumber Co. v. A., T. & S. F. Ry. Co.*, *supra*, cited and approved.

Lindsay Brothers v. Grand Rapids & Indiana Railway Company. (15 I. C. C. Rep., 182.)

738. Complainant made 2 separate L. C. L. shipments of engines and boilers from Kalamazoo, Mich., over defendants' lines, via Chicago, one going to Woodford and the other to Argyle, Wis., for the transportation of which defendants collected rates that exceeded the combination of locals. Defendants practically admitted that rates equal to sum of the locals are reasonable for the service; *Held*, That the joint through rates at the time of shipment were unjust and unreasonable to the extent that they exceeded the combination of locals. Reparation awarded.

D. M. Payne v. Morgan's Louisiana & Texas Railroad & Steamship Company. (15 I. C. C. Rep., 185.)

739. For six years bananas originating in Central America have been shipped from New Orleans, upon bills of lading executed at that point, as local traffic and under a rate that has not until now been challenged. Complainants contended that a subsequently issued tariff, applicable to "import traffic," should apply to these shipments because, technically, they were "import traffic."

740. The bananas are not moved under any through bill of lading. No ship's manifest is issued for them. They are brought to New Orleans in ships that are owned by the grower and owner of the bananas. Upon arrival at New Orleans the bananas pass to the custody and possession of a selling agency which distributes them under and upon local bills of lading.

741. Although inadvertent or careless wording of tariffs afforded some opportunity for misunderstanding and misconstruction of same, it is shown that the rate which is complained of and which has applied for several years was not canceled or changed during the period covered by these complaints. The period during which conflict in tariffs could be claimed extended only from February 15 to May 7, 1908. The complaint is as to shipments moved between September 3, 1906, and May 26, 1908.

742. *Held*, That rate of 82 cents per 100 pounds for transportation of bananas in carloads from New Orleans, La., to El Paso, Tex., is not unreasonable. Reparation denied.

Duluth Log Company v. Minnesota & International Railway Company. (15 I. C. C. Rep., 192.)

743. A shipment of poles was misrouted and sent over an unnecessarily expensive route. Defendants did not make allowance of 500 pounds for weight of stakes and supports. Each defendant was at that time, or immediately thereafter became, party to tariff which provided for such allowance. Reparation allowed for excess charges due to misrouting and to failure to make allowance for weight of stakes.

Barrett Manufacturing Company v. Louisville & Nashville Railroad Company. (15 I. C. C. Rep., 196.)

744. Defendants ordered to establish and maintain for the transportation of coal-tar paving cement from Ensley, Ala., to Lagrange, Ga., the same classification and commodity rates that are in force at the same time on coal-tar pitch. Reparation awarded.

Montgomery Freight Bureau v. Western Railway of Alabama. (15 I. C. C. Rep., 199.)

745. The through rates on fertilizer from Montgomery, Ala., to points on the Mobile, Jackson & Kansas City Railroad north of Newton, in the State of Mississippi, were reduced after complaint challenging such rates had been set for hearing. The complainant being satisfied with this readjustment, the complaint is dismissed.

Memorandum: When a Cause of Action Accrues Under the Act to Regulate Commerce. (15 I. C. C. Rep., 201.)

746. In complaints for recovery of damages caused by unreasonable or unduly discriminatory rates, the cause of action accrues when the payment is made; in any other complaints for recovery of damages for alleged violations of the act to regulate commerce of which this Commission has jurisdiction, the cause of action accrues when the carrier does the unlawful act or fails to do what the law requires.

In the Matter of Jurisdiction over Water Carriers. (15 I. C. C. Rep., 205.)

747. Carriers of interstate commerce by water are subject to the act to regulate commerce only in respect of traffic transported under a common control, management, or arrangement with a rail carrier, and in respect of traffic not so transported they are exempt from its provisions.

Washington Broom & Woodenware Company *v.* Chicago, Rock Island & Pacific Railway Company. (15 I. C. C. Rep., 219.)

748. On the facts shown of record; *Held*, That the defendant alone was responsible for the misrouting of the shipment in question through a junction carrying a higher rate than was available through another junction, and must therefore bear the entire burden of the mistake; and that the connecting carriers participating in the movement, being without fault in the premises, can not be required to join in the payment of the damages to which the complainant is entitled.

749. The privileges embodied in a separate storage and reconsignment tariff issued by one carrier can not be availed of, or applied to movements, under a joint tariff to which that carrier and two others are named as parties, unless the latter tariff by express reference to the former so provides.

Barton, Reisinger, Davis Company *v.* St. Louis, Iron Mountain & Southern Railway Company. (15 I. C. C. Rep., 222.)

750. On the facts shown of record; *Held*, That a rate of 20 cents per 100 pounds on uncompressed cotton from Vincent, Ark., to Memphis, Tenn., a distance of 15 miles, is unreasonable and ought not for the future to exceed 15 cents per 100 pounds. On that basis reparation is awarded on all shipments made by the complainant since September 1, 1907, at which time the defendant canceled a rate of 12 cents per 100 pounds that had been in effect for some years.

E. D. Jones & Sons Company *v.* Boston & Albany Railroad Company. (15 I. C. C. Rep., 226.)

751. Defendants' rate of 36.32 cents per 100 pounds for the transportation of paper-mill machinery in carloads from Pittsfield, Mass., to Millinocket, Me., found unreasonable and unjust to the extent that it exceeds 23 cents per 100 pounds. Reparation awarded on that basis and defendants required to maintain the lower rate for a period of two years.

Sam Williamson *v.* Oregon Short Line Railroad Company. (15 I. C. C. Rep., 228.)

752. In view of the former practice of the defendant carriers in that behalf, the through rate on wheat from Idaho Falls, Idaho, to McKinney, Tex., must be held applicable, under Special Circular No. 6 of the Commission's tariff department, to a carload shipment to McKinney which moved on July 17, 1907, from Wooleys Spur, an intermediate point from which no specific through rate had been published. Reparation is awarded on that basis.

F. Keich Manufacturing Company *v.* St. Louis & San Francisco Railroad Company. (15 I. C. C. Rep., 230.)

753. Reparation awarded complainant for excessive charge erroneously collected by defendant on 1 carload of shingles from Lake City, Ark., to Springfield, Mo.

United States v. New York, Philadelphia & Norfolk Railroad Company. (15 I. C. C. Rep., 233.)

754. Defendants' rates of 57 cents and \$1.30 per 100 pounds for the transportation of ball cartridges and saluting powder, respectively, from Norfolk, Va., to Annapolis, Md., found unreasonable and unjust to the extent that they exceed 36 cents per 100 pounds on ball cartridges and 74 cents per 100 pounds on saluting powder. Reparation awarded on that basis and defendants required to maintain the lower rates for a period of two years.

Kile & Morgan Company v. Deepwater Railway Company. (15 I. C. C. Rep., 235.)

755. Through failure of the Chesapeake & Ohio Railway to forward carload of lumber consigned to New Haven via Harlem River, as specifically routed by shipper, complainant was deprived of alleged privilege of reconsignment without extra charge offered by the New York, New Haven & Hartford Railroad at the Harlem River. On claim for reparation for expense of local haul from New Haven to Nashua, N. H., the point to which shipment would have been reconsigned had misrouting not occurred; *Held*, That since provision therefor was not filed with the Commission this reconsigning practice can not afford basis for reparation.

756. A cause of action accrues under the act to regulate commerce on the date freight charges are paid.

757. All claims, whether arising prior or subsequent to August 28, 1906, effective date of the act, are entitled to two years for presentation to the Commission, the one year proviso applying only to claims that accrued more than two years prior to that date. *Nicola, Stone & Myers v. L. & N. R. R. Co.* followed.

758. A shipper can not be deprived through a carrier's negligence of any lawful privilege offered by another carrier, but such privilege must itself be not only one which the carrier may lawfully allow, but it must also be duly established and filed with the Commission.

759. Reconsigning rules required to be signed by shipper and subject to cancellation at the option of the carrier are inconsistent with the law governing the establishment and modification of tariff schedules.

J. K. Joice & Company v. Illinois Central Railroad Company. (15 I. C. C. Rep., 239.)

760. On motion of various complainants in 113 supplemental complaints of like character involving claims for reparation for unreasonable rates on lumber on the basis of decisions of the Commission in the original proceedings (698 and 707), a written agreement or stipulation providing for compromise settlement of these claims, it appearing that the same contains no provisions inconsistent with law, is approved as a basis for final settlement and satisfaction thereof, in so far as it relates to matters within the Commission's jurisdiction.

C. J. Hafey v. St. Louis & San Francisco Railroad Company. (15 I. C. C. Rep., 245.)

761. Upon complaint alleging that the present rate of 8 cents per 100 pounds for the transportation of crude petroleum from Paola, Kans., to Kansas City, Kans., is unjust and unreasonable; *Held*, That said rate is excessive, and that a reasonable rate should not exceed 7 cents per 100 pounds.

Crane Railroad Company v. Philadelphia & Reading Railway Company. (15 I. C. C. Rep., 248.)

762. The complainant, a railroad company having 1.9 miles of track, connecting the Crane Iron Works and 5 other industries at Catasaquua, Pa., with defendants' tracks, asked for the establishment of through routes and joint rates upon interstate shipments between points on its line and all points on defendants' lines; *Held*, upon all the facts and circumstances disclosed, that complainant is not entitled to the order sought in this proceeding.

Royal Brewing Company *v.* Adams Express Company. (15 I. C. C. Rep., 255.)

763. Under date of June 15, 1907, defendants established a rule which provides that they will not undertake to collect for shippers the purchase price of intoxicating liquors—that is to say, they will not perform for that traffic what is known as “C. O. D.” service; *Held*, That, in view of the practical difficulties attending the “C. O. D.” carriage of intoxicating liquors, the discrimination against that traffic resulting from the rule in question is not undue, and therefore not in violation of the statute.

Yawman & Erbe Manufacturing Company *v.* Atchison, Topeka & Santa Fe Railway Company. (15 I. C. C. Rep., 260.)

764. The complaint in this case is that the charge of one and one-half times first class rate for the transportation of rapid roller letter copiers in Western Classification territory is unreasonable and unjust and unduly discriminatory; *Held*, That the evidence does not show that the rates resulting from the classification are discriminatory or that they are unreasonable or unjust.

Shippers' & Receivers' Bureau of Newark *v.* New York, Ontario & Western Railway Company. (15 I. C. C. Rep., 264.)

765. An increase in the cost of labor, and in the price of railway materials and supplies, does not necessarily imply a decrease in the net earnings of a carrier or preclude the possibility even of an increase in its net earnings, due to an increase in the volume of its traffic or to a decrease in the ratio of its operating expenses to its operating revenues; nor is an increase in the cost of labor and materials, accompanied by a decrease in the net revenues of a carrier, necessarily inconsistent with the possibility that its net earnings may still suffice to afford it a fair return on the investment without an increase in its rate schedules.

766. On the record the defendant's rate of \$1.60 per net ton for the transportation of stone in carloads from East Branch, N. Y., to Weehawken, N. J., a distance of 150 miles, is found to be unreasonable, and a rate of \$1.40 per net ton is prescribed as a maximum for the future.

J. G. Falls & Company *v.* Chicago, Rock Island & Pacific Railway Company. (15 I. C. C. Rep., 269.)

767. A carrier's own published tariffs are the measure of its obligations to shippers; it can not be controlled by the terms of the separate tariffs of its connections. Under a local any-quantity rate a shipper has no right to demand a car of a given size; the carrier may use any available equipment, notwithstanding the fact that the separate tariffs of a connecting line provide a minimum weight under a carload rate; and the initial carrier, in the absence of a definite agreement with the shipper as to the size of car to be used is not liable to the shipper for the increased rate charges imposed upon him by reason of the fact that it delivers to the connecting line in two cars a shipment, moving under the two local rates, the weight of which comes within the carload minimum weight provided in the tariffs of the connecting line.

768. The Commission is without authority to enter an order requiring a shipper to make good an undercharge, but shippers must understand their liability under the law for the failure or refusal to pay the published rates.

Beekman Lumber Company *v.* St. Louis, Iron Mountain & Southern Railway Company. (15 I. C. C. Rep., 274.)

769. The application of the Class B rate of 60 cents per 100 pounds to a movement of rough-sawed tent pins from Gleason, Ark., to Dallas, Tex., puts an unreasonable and excessive burden upon that commodity, and for the future the rate ought not to be more than 1 cent per 100 pounds in excess of the general lumber rate between those points, which at the present time is 20 cents per 100 pounds. Reparation awarded on that basis.

Bowman-Kranz Lumber Company *v.* Chicago, Milwaukee & St. Paul Railway Company. (15 I. C. C. Rep., 277.)

770. Complainants are entitled to recover from defendant reparation for unjust and unreasonable charges on specified shipments of various articles under the rates complained of in these cases.

Richard Gough & Company *v.* Illinois Central Railroad Company. (15 I. C. C. Rep., 280.)

771. Upon consideration of the facts and circumstances disclosed by the record; *Held*, That defendant's charges for the storage of brewers' rice at New Orleans, La., are not unreasonable or unjust.

Lindsay Brothers *v.* Lake Shore & Michigan Southern Railway Company. (15 I. C. C. Rep., 284.)

772. Joint through rates of \$1.49 per 100 pounds, applied by defendants on shipments of steel tanks, L. C. L., from Goshen, Ind., to Sullivan and Sheboygan, Wis., were excessive and ought not to have exceeded the present combination of locals of 97 cents per 100 pounds to Sullivan and \$1.01 to Sheboygan. Reparation awarded on that basis with interest at 6 per cent, and defendants required to maintain the lower rates for a period of two years.

Black Mountain Coal Land Company *v.* Southern Railway Company. (15 I. C. C. Rep., 286.)

773. The charge of 10 cents more per ton upon shipments of coal in carloads from the Black Mountain coal district, in the state of Virginia, than from the Apalachia district, in the same state, to Morristown, Tenn., and all points east and south thereof on defendants' lines, is unjust and unreasonable.

774. The rates from the Apalachia coal district in Virginia, including the Black Mountain coal district, which exceed by 25 cents the rate from Coal Creek to all points on defendants' lines east and south of Morristown, Tenn., as far south as Charleston, S. C., and Augusta, Ga., unduly discriminate against the Black Mountain and Apalachia operators and unduly prefer Coal Creek operators.

775. For reasons appearing in the decision the Commission does not attempt to determine whether the 10-cent differential applied to Toms Creek over Apalachia is or is not unreasonable.

776. A carrier can not lawfully so group its mines with respect of rates as to unduly discriminate against any locality. The duty imposed by law is to give equal treatment to all shippers who are in position to demand it, and this includes the right to reach competitive markets on relatively equal terms.

777. Carriers are not required by law, and could not in justice be required, to equalize natural disadvantages, such as location, cost of production, and the like. Where, however, the same carrier serves two districts which, by their location, the character of their output, and distance from markets where their product must be disposed of are in substantially similar circumstances and conditions, the serving carrier can not lawfully prefer one to the other in any manner whatsoever.

Michigan Buggy Company *v.* Grand Rapids & Indiana Railway Company. (15 I. C. C. Rep., 297.)

778. A joint through rate higher than the sum of the local rates of the same carriers via the same route found to be unreasonable. Reparation awarded.

779. As the defendant carriers have a right to increase their separate local rates, an order that the joint through rate may not, for a stated period, exceed the sum of the local rates could, by such increase in local rates, be made ineffective. Specific rate prescribed.

A. A. Bennett *v.* Minneapolis, St. Paul & Sault Ste. Marie Railway Company. (15 I. C. C. Rep., 301.)

780. Defendant ordered to cease and desist from assessing charges on a minimum weight of 5,000 pounds on a package of plate glass loaded into a box car, and to pay complainant reparation because of application of such unreasonable regulation.

Mountain Ice Company *v.* Delaware, Lackawanna & Western Railroad Company. (15 I. C. C. Rep., 305.)

781. Defendants' rates on natural ice from points of harvest in New Jersey and Pennsylvania to various consuming interstate destinations found unreasonable, and just and reasonable maximum rates prescribed for the future, when the ice is carried in ordinary box cars.

782. The service rendered by defendants in the movement of this traffic may properly be styled a "special" service; but it is not in any proper sense an "expedited" service, nor is it an expensive service.

783. When it is remembered that the value of this ice when taken up for transportation is almost nothing, and that the cars readily load to their physical capacity, on the average more than 27 tons, it will be seen that to few if any kinds of business should lower rates be applied by defendants; and this is especially true in view of the fact that the business of complainants has been built up under much lower rates, voluntarily established and long maintained by defendants, and that the investment so induced must be largely destroyed if the present rates are maintained. All that, however, would be no reason for requiring defendants to perform this service for a sum which would not fairly compensate them. Cost of service, rate per ton per mile, and other factors in making present rates, considered and discussed; but when taken into account they still leave the present rates excessive.

784. Reparation will be granted upon the basis of the rates here established; but order for same deferred, awaiting adjustment of the matter between parties.

A. A. Cooper & Son *v.* Chicago, Burlington & Quincy Railroad Company. (15 I. C. C. Rep., 324.)

785. Defendant's rate for the transportation of corn in carloads of 19 cents per 100 pounds from Humboldt, Nebr., to St. Francis, Kans., and of 18 cents per 100 pounds from Pawnee, Nebr., to St. Francis and Atwood, Kans., found unreasonable; and the maximum of 13.6 cents per 100 pounds prescribed as a reasonable rate for the future. Reparation awarded.

Penrod Walnut & Veneer Company *v.* Chicago, Burlington & Quincy Railroad Company. (15 I. C. C. Rep., 326.)

786. Defendants' rates on walnut veneer from Kansas City to Chicago and Chicago points at the time of filing this complaint were 65 cents in any quantity, but shortly before the hearing they were reduced to 27 cents, C. L., and 45 cents, L. C. L. Upon complaint that the present rates are still excessive; *Held*, That considering the value of the article and the manner in which it is manufactured, the present rates ought not to be pronounced excessive. Reparation will be awarded upon the basis of the rates here established in further proceedings, if necessary.

MacGillis & Gibbs Company *v.* Chicago, Milwaukee & St. Paul Railway Company. (15 I. C. C. Rep., 329.)

787. Complainant shipped 1 carload of cross-ties from Sault Ste. Marie, Mich., to Thiensville, Wis., over defendants' lines, for the transportation of which it was charged a combination of locals of 20 cents per 100 pounds, whereas at the same time there was in effect a joint through rate of 13 cents over defendants' lines from Sault Ste. Marie to Milwaukee, Wis., Thiensville being intermediate to Milwaukee; *Held*, That because of dissimilarity of circumstances at Milwaukee the fourth section of the act is not violated; but that the present local rates of each of the defendants should be reduced 2 cents per 100 pounds. Reparation awarded.

Salomon Brothers & Company *v.* New Orleans & Northeastern Railroad Company. (15 I. C. C. Rep., 332.)

788. Defendant's rate for the transportation of cotton linters from Meridian, Miss., to New Orleans for export, value limited to 2 cents per pound, is 30 cents per 100 pounds; when not so limited the rate is 46 cents per 100 pounds—this being the rate applicable to the transportation of cotton between the same points. Complainant tendered 150 bales of cotton linters to defendant's agent at Meridian for transportation to New Orleans for export and requested the lowest rate on

cotton linters. Defendant assessed the 46-cent rate. Upon complaint questioning the application of the 46-cent rate and asking for reparation; *Held*, That it was the duty of the carrier's agent to apply to the shipment the lower of the two rates, and that reparation should be awarded to complainant on that basis.

Morse Produce Company v. Chicago, Milwaukee & St. Paul Railway Company. (15 I. C. C. Rep., 334.)

789. Complainant, in a petition which did not claim reparation, had heretofore alleged that certain rates were unjust, unreasonable, and discriminatory; and the Commission, after full hearing, condemned said rates as unjust, unreasonable, and discriminatory, and prescribed maximum rates to apply thereafter in lieu of the rates so condemned. The carrier complied with the order of the Commission. Thereafter the complainant filed the present petition, based upon the shipments and facts set forth in its former complaint, and asked for reparation in an amount equal to the difference between the aggregate sum actually collected by the carrier under the old rates and the sum it should have collected if the rate which the Commission had declared reasonable had been in effect; *Held*, That the petition should state the whole case, including any reparation claimed, and that it does not necessarily follow that reparation will be awarded in all cases upon the basis of a rate prescribed to be observed thereafter. Upon the facts in this case reparation is denied.

Baltimore Chamber of Commerce v. Pennsylvania Railroad Company. (15 I. C. C. Rep., 341.)

The defendants issue certificates for the actual weight of grain shipments going into their elevators at Baltimore, and on that weight assess their transportation and elevator charges; but each certificate shows on its face the "scaleage deduction" that will be made, on the basis of published tariff estimates, when the grain is delivered out of the elevator to the certificate holder. Upon complaint that these deductions are arbitrary and constitute an illegal appropriation of the property and moneys of the complainant's members and others who ship grain to Baltimore, *Held*:

790. That the defendants by this practice are not exacting from grain shippers either a rate in the form of grain or an addition to a rate, and therefore the question presented is not one of rates.
791. Neither is the practice one affecting rates, as the tariff rules are simply notice that while the shipment weighed so much when taken into the elevator, the grain will weigh so much less when it goes out, because of the weight of dirt, dust, chaff, and moisture, which, in the process of elevation, will disappear and can not therefore be delivered to the holder of the elevator certificate when the grain is ordered out. So long as the deductions are based on reasonable estimates of the weight of foreign matter that is unavoidably eliminated and lost in the process of elevation the practice is not one that affects rates or has any real relation to rates.
792. The practice of one defendant herein of supplying at its New York elevators enough grain to make up the weight of dirt, chaff, and moisture lost in the process of elevation is a practice affecting rates in that it is an advantage or benefit that the shipper gets under the published rate; but the charge that the making of deductions at Baltimore and not at New York is unduly prejudicial to Baltimore is not now considered, the record not having been made with a view to the disposition of the complaint upon that ground.

General Chemical Company v. Norfolk & Western Railway Company. (15 I. C. C. Rep., 349.)

793. A tariff naming a rate per ton on a commodity and providing that the minimum carload weight shall be the marked capacity of the car gives the shipper the right to demand any car of recognized standard dimensions suitable for the carriage of that commodity. If upon reasonable demand the carrier can not supply a car of the particular size ordered, it is its duty nevertheless to accept the shipment and move it in any available car or cars, applying the rate on the basis of the marked capacity of the car ordered.

August J. Bulte Milling Company v. Chicago & Alton Railroad Company. (15 I. C. C. Rep., 351.)

Complainants concede the reasonableness of the proportional rates applicable east of Chicago and the Mississippi River in making up the through rates on flour from the Missouri River to the seaboard, but condemn the proportional rates applied between the rivers and to Chicago as unreasonable in themselves and unduly discriminatory when compared with the proportional rates from Minneapolis to Chicago; *Held*:

794. The circumstances and conditions surrounding the transportation of flour through Chicago from Minneapolis to the seaboard for export or domestic consumption are substantially dissimilar to the circumstances and conditions surrounding the traffic through Chicago from Missouri River points, in that the lower proportional rates from Minneapolis to Chicago are the direct result of the competition of lake and rail routes.

795. Where a well-sustained water competition exists that takes a substantial portion of the tonnage and could readily prepare to take it all, if left in undisturbed control of the traffic, the rail line, without necessarily subjecting itself to charges of discriminating against other localities, may adjust its rates so as to fight for the whole tonnage the moment it really feels the effect and influence of its competitor's rates; it need not wait, as complainants contend, until the water line is prepared to take half the tonnage.

796. While a division of a through rate long accepted by a carrier may often be pertinent evidence, it is not a sound final test of the reasonableness of the through rate itself. Nor is the rate per ton per mile the generally accepted basis in this country for making up interstate rates.

797. The manufactured product commonly takes a higher rate than the raw material from which it is made. But the maintenance of a parity of rates on wheat and flour between the Missouri River and the Atlantic seaboard tends to equalize conditions at all points at which flour-milling enterprises exist, and seems on many grounds to be a sound rate policy in that territory.

798. Complainants' suggestion that the flour-milling industry of this country can be fostered by an order requiring carriers to the Atlantic seaboard to maintain a lower rate on flour than on wheat involves a matter of national policy beyond the authority of the Commission to adopt until the Congress, by adequate legislation, has made that a rule of transportation.

Indianapolis Freight Bureau v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company. (15 I. C. C. Rep., 367.)

799. Complainant alleges that class proportional rates to Ohio River crossings, generally applicable on traffic destined to southeastern territory on specific articles mentioned, are eliminated by the publication of higher commodity proportional rates, and asks that these latter be canceled in order that the lower class proportionals may apply; *Held*, That under the circumstances of this case the order prayed for is not warranted.

Indianapolis Freight Bureau v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company. (15 I. C. C. Rep., 370.)

800. Defendant's rule governing the loading of long ladders in Official Classification territory should be modified so as to provide for the shipment of one dozen ladders at actual weight by fixing the minimum at 1,800 pounds.

801. Since the hearing several defendants have issued tariffs allowing stoppage in transit at Indianapolis for fabrication of structural iron and reshipment at the through rate from point of origin to final destination, provided Indianapolis is intermediate, a charge of 1½ cents per 100 pounds to be made for the incidental service. In view of this development, the complaint as to this feature is dismissed without prejudice.

802. Since filing of complaint herein the feature relating to different ratings on the several parts of dry-kiln outfits has been satisfied by the cancellation of special iron rates in Central Freight Association and Trunk Line territories.

City of Spokane, Wash., v. Northern Pacific Railway Company. (15 I. C. C. Rep., 376.)

803. The system of transcontinental rates now in force applies lower transportation charges from points of origin upon the Missouri River and east to Pacific coast cities than are applied to intermediate interior points; *Held*, That this scheme of rate making has been forced by water competition between the Atlantic and the Pacific coasts, and that the maintenance of the lower rate to the more distant coast point is not of necessity a violation of the third or fourth sections, since water competition creates a dissimilarity of circumstance and condition between the interior and the coast.
804. Water competition may justify a difference in carload minimums and in the right of combining different commodities at the carload rate, as well as in the rate itself; but carriers should be prepared to justify such preference.
805. In determining what are reasonable rates between two points neither that railroad which can afford to handle traffic at the lowest rate nor that whose necessities might justify the highest rate should be exclusively considered. Rates must be established with reference to the whole situation.
806. Certificates issued against the ore lands formerly owned by the Great Northern Railway Company can not be properly considered in determining what are reasonable earnings for that company at the present day.
807. The Great Northern Railway Company has in the past distributed its stock issues among its stockholders at par from time to time, although the market value of the stock was often much above par. Without expressing any opinion upon the legality or propriety of this practice, it is held that this fact, at this time, can have no bearing upon the earnings to which that company is entitled.
808. Neither can the capital stock of the Great Northern Railway Company be reduced for the purpose of determining what its fair earnings should be by the amount of that stock which was originally issued without money consideration.
809. In determining what will be reasonable rates for the future the Commission may properly consider that under the rates in effect a large surplus has been accumulated in the past, but it should not make rates for the purpose of distributing that surplus to the public.
810. The importance of the question whether a railway shall be allowed to earn a return upon the unearned increment represented in the value of its right of way is illustrated by the facts in this case, but is not discussed or decided.
811. Upon an examination of the history of these properties, the cost of reproducing them at the present time, the original cost of construction, the present capitalization, and the manner in which that capitalization has been made; *Held*, That the earnings of both the Great Northern and the Northern Pacific in recent years have been excessive.
812. The only duty of the Commission in this case is to establish reasonable rates from eastern points of origin to Spokane, and in so doing it can only act upon those rates specifically called to its attention, although it must have in mind the effect upon the revenues of these companies of resulting reductions upon other commodities and at other points than Spokane.
813. The rates attacked are class rates from St. Paul and Chicago to Spokane, and commodity rates upon 34 enumerated articles. Class rates are established from St. Paul to Spokane which are 16½ per cent less than those now in effect, and class rates from Chicago to Spokane are made higher than those from St. Paul by certain named arbitraries.
814. In case of all commodities except 5 the present rate from Chicago to Seattle is established as a reasonable local rate from St. Paul to Spokane. Upon 5 articles somewhat higher rates are fixed. Rates on all these commodities from Chicago to Spokane are made 16½ per cent above those from St. Paul. Neither class nor commodity rates are named from points east of Chicago.

G. W. Jones Lumber Company v. Chicago & North Western Railway Company. (15 I. C. C. Rep., 427.)

815. Defendant has classified the various lumber-producing points on its lines in northern and northeastern Wisconsin in groups, the same carload rates on lumber applying from all points in a particular group to points on defendant's lines in Illinois and Iowa. Wabeno has been placed in the Rhinelander group, from which group the rates to points in Illinois and Iowa are from one-half cent to 1 cent higher than the rates from the Wausau group, which adjoins the Rhinelander group on the southwest; *Held*, That Wabeno, by reason of its geographical location and its distance by rail from Chicago and other points in Illinois and Iowa, is entitled to the same rates as points in the Wausau group.

Carstens Packing Company v. Oregon Short Line Railroad Company. (15 I. C. C. Rep., 429.)

816. Complainant made shipments of cattle from Nampa, Idaho, to Tacoma, Wash., but in order to combine these cars with others instructed that the shipments go forward on combination rates based on Ontario, Oreg. This combination was higher than the through rate; *Held*, That under these circumstances, the reasonableness of the rates charged not being in issue, the Commission has no authority to grant relief.

Carstens Packing Company v. Northern Pacific Railway Company. (15 I. C. C. Rep., 431.)

817. Defendants' tariff, applicable to the transportation of cattle from Anaconda, Mont., to Tacoma, Wash., names rate of \$110 per 36½-foot car. Complainant shipped 2 carloads of cattle between these points, but the cars furnished were only 34 feet in length, which resulted in an excess charge. Since filing complaint defendants' tariff has been amended so as to provide that when cars less than 36 feet in length are furnished for carriers' convenience a reduction of 3½ per cent per foot will be made from rates applicable to cars 36½ feet in length; *Held*, That, following the ruling laid down in a former case of the same title, 14 I. C. C. Rep., 577, tariff of defendants prior to amendment as indicated was unreasonable. Reparation awarded.

Carstens Packing Company v. Butte, Anaconda & Pacific Railway Company. (15 I. C. C. Rep., 432.)

818. Complainant shipped 2 carloads of cattle from Anaconda, Mont., to Tacoma, Wash., for which it was charged \$20 more than the tariff rate received by the initial carrier for alleged special service; *Held*, That complainant is entitled to reparation from the initial carrier for the difference between what was actually charged and the tariff rate.

National Lumber Company v. San Pedro, Los Angeles & Salt Lake Railroad Company. (15 I. C. C. Rep., 434.)

819. Prior to August 28, 1906, defendant allowed shippers a yarding-in-transit privilege on lumber shipped from San Pedro to Los Angeles and subsequently reshipped to other destinations. This privilege was not covered by published tariff. Shippers were denied the benefit of this privilege between August 28, 1906, and June 1, 1907, when it was made effective in defendant's regularly established tariff. On complaint asking reparation on shipments moving during the period in which the yarding-in-transit privilege was not allowed; *Held*, That reparation can not be awarded because a carrier has ceased to grant an unpublished privilege, which amounted to nothing less than a departure from the legal tariff, and that transit privileges can not be given a retroactive effect.

Holley Matthews Manufacturing Company v. Yazoo & Mississippi Valley Railroad Company. (15 I. C. C. Rep., 436.)

820. Reparation awarded for unreasonable rate for the transportation of certain shipments of cottonwood box shooks from Greenville, Miss., to Cedar Rapids, Iowa, but for reasons stated in the decision no order made prescribing rate for the future.

Percy Kent Company *v.* New York Central & Hudson River Railroad Company. (15 I. C. C. Rep., 439.)

821. Defendants' rates for the transportation of burlap bags from New York to Chicago and other points in Central Freight Association territory, not found unreasonable; neither can the Commission, under the peculiar circumstances of the case, take action condemning the relation between the rates upon such burlap bags and upon the burlaps. *Pittsburg Plate Glass Co. v. P., C., C. & St. L. Ry. Co.*, 13 I. C. C. Rep., 87, cited and followed.

West Texas Fuel Company *v.* Texas & Pacific Railway Company. (15 I. C. C. Rep., 443.)

822. A car of coal transported from Gallup, N. Mex., to El Paso, Tex., by one carrier, and delivered by that carrier to a second carrier for delivery to warehouse of consignee located upon the tracks of such second carrier in El Paso, is interstate traffic, even though the first carrier collects only its transportation charge to El Paso and the second carrier collects and retains all of the switching charge at El Paso.
823. A switching charge of \$5 per car found to be unreasonable and a charge of \$3 per car prescribed. Reparation denied because complaint not filed within two years from time cause of action accrued.

Mose Smith & Company *v.* Missouri & North Arkansas Railroad Company. (15 I. C. C. Rep., 449.)

824. Complainant shipped carload of eggs from Leslie, Ark., to Chicago, Ill. Defendants' rate, as applied to this traffic, was (third class) \$1.10 per 100 pounds. Subsequent to the shipment in question, defendants established a special commodity rate of 77½ cents per 100 pounds on butter, eggs, dressed poultry from Leslie to Chicago; *Held*, That the rate applied was unjust and unreasonable. Reparation awarded.

Darbyshire-Harvie Iron & Machine Company *v.* El Paso & Southwestern Railroad Company. (15 I. C. C. Rep., 451.)

825. Rate of 63 cents per 100 pounds on carload shipments of scrap iron from Douglas, Ariz., to El Paso, Tex., via El Paso & Southwestern Railroad Company, found to be unreasonable, and rate of \$3.50 per net ton prescribed as maximum. Reparation awarded.

Board of Mayor & Aldermen of the City of Bristol, Tenn., *v.* Virginia & Southwestern Railway Company. (15 I. C. C. Rep., 453.)

826. While evidence of unlawful combinations is always admissible as part of the history of the rate of which complaint is made, and may often throw light upon the question of its reasonableness, the unlawful combination, standing by itself, without proof also of the unreasonableness of the rate, is not a sufficient ground for an order reducing the rate.
827. Complainant's contention that the rate here involved is discriminatory as compared with the rates of one of the defendants from Middlesboro to Knoxville is not sustained, as the circumstances surrounding the shipments from Middlesboro are dissimilar.
828. Under all the circumstances shown of record the flat rate of 85 cents per ton for the transportation of both steam and domestic coal from the Appalachia coal field in Virginia to Bristol, Tenn., is unreasonable. The rate of 75 cents per ton will yield a fair and reasonable compensation.

Chamber of Commerce of the City of Milwaukee *v.* Chicago, Rock Island & Pacific Railway Company. (15 I. C. C. Rep., 460.)

829. The complainant, and those on whose behalf the petition herein was filed, are entitled to through routes to Milwaukee from the points in question on the lines of that part of the system of the Chicago, Rock Island & Pacific Railway Company that was formerly the Burlington, Cedar Rapids & Northern Railway, and to reasonable joint through rates for the movement over those routes of corn, rye, and oats to the Milwaukee market. The joint through rates on those grains from such points ought not for the future to exceed the through rates on those grains to Chicago.

830. In claiming that as Chicago affords as good a market for grain as does Milwaukee the principal defendant may therefore lawfully so adjust its rate schedules as to force the grain to Chicago the defendant overlooks the right of the shipper to choose his own market and to do business where he prefers or finds it more advantageous to carry it on. It also overlooks the chief function of a common carrier, which is to carry at reasonable rates the traffic that is tendered to it.

831. A carrier has no right to insist that a shipment shall go to the end of its rails if the shipper desires it to be diverted at an intermediate point to another market off its rails. Nor may a carrier accomplish these results indirectly by any unreasonable adjustment of its rate schedules with that end in view. It can not lawfully compel the shipping public to contribute to its revenues on any such grounds.

Milwaukee Electric Railway & Light Company *v.* Chicago, Milwaukee & St. Paul Railway Company. (15 I. C. C. Rep., 468.)

832. On the record the Commission finds that the class rate of 11 cents per 100 pounds applied to complainant's shipments of clay conduit from Brazil, Ind., to Racine, Wis., was excessive and unreasonable, and that the rate ought not to have exceeded the rate then in effect to Milwaukee. Reparation awarded, and defendants required to maintain for two years no higher rate on clay conduit from Brazil to Racine than from Brazil to Milwaukee.

United States *v.* Baltimore & Ohio Railroad Company. (15 I. C. C. Rep., 470.)

833. The defendants had in force from Pittsburg, Pa., to Newport, R. I., a through fare of \$12.50, while at the same time a combination of locals over the same line made a through charge of \$11; *Held*, That under the circumstances the higher through fare was unreasonable to the extent that it exceeded the sum of the locals. Reparation awarded.

National Petroleum Association and National Refining Company *v.* Louisville & Nashville Railroad Company. (15 I. C. C. Rep., 473.)

834. Under the circumstances of the case, the rule enforced by defendant restricting the receipt and shipment of L. C. L. lots of coal oil and products of petroleum to one day in each week found to subject complainants and other like dealers to undue and unreasonable prejudice. Any rule which restricts shipments of the oils in question to less than two days in any week is unreasonable, and the days selected for the receipt of these commodities should be separated by at least two intervening days.

L. I. Bregman & Company *v.* Pennsylvania Company. (15 I. C. C. Rep., 478.)

835. Complainant alleges that the charge by defendants for the transportation of a carload of scrap iron from Freeport, Ill., to Wheatland, Pa., was unreasonable, (1) because the combination of local rates over the same route was less than the through rate, and (2) that a charge of \$6.50 for switching in Chicago was unreasonable. It appearing that the difference between the through and combination rates, as applied to the shipment, amounted to only 18 cents, and that the switching charge was properly imposed, complaint is dismissed.

American Refractories Company *v.* Elgin, Joliet & Eastern Railroad Company. (15 I. C. C. Rep., 480.)

836. Defendants' rate of 5 cents per 100 pounds for the transportation of fire brick from Joliet, Ill., to Milwaukee, Wis., was excessive and ought not to have exceeded their present rate of 4 cents per 100 pounds. Reparation awarded on that basis with interest at 6 per cent, and defendants required to maintain the lower rate for a period of two years.

Carstens Packing Company *v.* Oregon Railroad & Navigation Company. (15 I. C. C. Rep., 482.)

837. Reparation awarded complainant against the initial carrier for excessive charges on shipments of cattle from Ontario, Oreg., and Nampa, Idaho, to Tacoma, Wash., on account of unnecessary diversion in transit effected without the knowledge or consent of the shippers.

Cambria Steel Company v. Baltimore & Ohio Railroad Company. (15 I. C. C. Rep., 484.)

838. Demurrage which accrued under the carrier's rules was paid under protest some time after it had accrued, and reparation therefor is sought under the Commission's decision *In the Matter of Demurrage Charges on Privately Owned Tank Cars*; *Held*, That the Commission's order of June 2, 1908, that its ruling *In the Matter of Demurrage Charges on Privately Owned Tank Cars* would not be retroactive, requires dismissal of complaint.

Board of Mayor & Aldermen of the City of Bristol, Tenn., v. Southern Railway Company. (15 I. C. C. Rep., 487.)

839. Complainant's contention that defendant's rate of \$1.20 per ton for the transportation of bituminous coal from Middlesboro, Ky., to Bristol, Tenn., is discriminatory when compared with its 80-cent rate for a haul of the same distance to Chattanooga, Tenn., is not sustained, there being a dissimilarity in the circumstances and conditions surrounding the traffic to Chattanooga that justifies a lower rate to that point than to Bristol. No specific attack is made upon the Bristol rate in and of itself, nor is there in the record any basis upon which to ascertain whether it is reasonable or unreasonable in and of itself.

Kansas City Transportation Bureau of the Commercial Club v. Atchison, Topeka & Santa Fe Railway Company. (15 I. C. C. Rep., 491.)

840. Complaint alleges that rate adjustment established by defendants, under and in accord with Commission's decision in *Farmers, Merchants & Shippers' Club of Kansas v. A., T. & S. F. Ry. Co.*, 12 I. C. C. Rep., 351, is unjust and unduly discriminates against the Kansas City market. The principles of that decision are reaffirmed. Complaint dismissed.

J. Rosenbaum Grain Company v. Missouri, Kansas & Texas Railway Company. (15 I. C. C. Rep., 499.)

841. Defendants collected from complainant 18½ cents per 100 pounds on 60,000 pounds of wheat shipped in a car of 55,000 pounds maximum capacity from Kansas City, Kans., to Galveston, Tex., for export, and thus collected on 5,000 pounds more than the maximum loading capacity of the car; *Held*, That this was an unreasonable charge. Reparation awarded.

842. The tariff provision of the defendants prescribing a minimum weight on all shipments of wheat for export from Kansas City to Galveston is unreasonable and in direct conflict with the administrative rulings of this Commission.

Harlow Lumber Company v. Atlantic Coast Line Railroad Company. (15 I. C. C. Rep., 501.)

843. Complainant alleges that a through rate of 32 cents per 100 pounds upon lumber in carloads from Warsaw, N. C., to Chappaqua, N. Y., was unreasonable because it exceeded the combination of local charges to and from New York, but it appeared that for reasons stated complainant could not have taken advantage of the combination of local charges, except at an expense as great or greater than the through rate; *Held*, That the record does not disclose a typical through rate in excess of the combination of locals such as has been condemned in general terms by the Commission. Reparation denied.

Indianapolis Freight Bureau v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company. (15 I. C. C. Rep., 504.)

844. Complainant alleges unjust discrimination in rates on various articles from Indianapolis to East St. Louis, Ill., and St. Louis, Mo., as compared with rates on the same articles from Chicago. While recognizing the differences in competitive conditions as between Indianapolis and Chicago, the Commission is convinced that the disparities between existing rates from these respective points of origin are too great on some commodities, and prescribes a proper relative adjustment on iron and steel articles, castings, burlap and gunny bags, furniture and chairs, iron beds, and wooden ladders.

845. Complainant challenges the reasonableness of the Official Classification rule providing for the application of fourth class ratings on castings, japanned, in carloads, and third class on less than carloads. Formerly carload shipments of such articles were charged fifth class rates and less-than-carload shipments, fourth class. The application of the higher ratings is condemned and the carriers ordered to apply fifth class ratings on carload and fourth class on less-than-carload shipments. These ratings were applied during a long period of time and the advance results solely from conformance with a rule which follows an arbitrary line of demarcation for the convenience of the carriers in applying a general classification basis. This does not constitute a sound transportation reason for such marked differences in rates, and no other conditions appear as a warrant therefor.
846. Complainant alleges unjust discrimination against Indianapolis in that a rule permitting the use of 2 cars at the highest minimum weight and the lowest rate provided for 1 car to accommodate shipments of light and bulky articles is applied at Chicago, while the same is denied on similar shipments from Indianapolis to western trunk-line territory and to Mississippi River crossings. The Commission is of the opinion that the application of this so-called two-for-one rule from Chicago and its nonapplication from Indianapolis result in such great disparities between the freight charges from these respective points as to work an unjust discrimination against the place last mentioned, but the rule in the form in which it is applied at Chicago will not be extended. However, a rule similar in substance, but so restricted and modified as to prevent its improper manipulation, should be extended to Indianapolis or else the unlawful discrimination should be removed by a readjustment of the minimum weights on the various articles referred to in the complaint so that they will conform approximately to the actual loading capacity of cars. This feature of the complaint will be retained, and if at the end of three months from this time the carriers have been unable to remove the discrimination, the Commission will then make such order as may appear necessary and proper.
847. The complaint as to unjust discrimination against Indianapolis in the matter of rates on fresh meats to Cleveland, Columbus, and Dayton, Ohio, and Fort Wayne and Terre Haute, Ind., also as to rates on chairs and furniture from Indianapolis to Chicago, has been satisfied, and no order is made in respect to these features.
848. The complainant alleges the exaction by defendants of unreasonable class rates from Indianapolis to Ohio River points and to Chicago, respectively, as compared with rates between Chicago and the Ohio River. The mere fact that there is a greater percentage disparity between rates on two classes from Indianapolis than on two other classes, or that a disparity greater in one case than in another exists between the corresponding classes from Indianapolis and Chicago, does not afford a just or proper basis or reason for the rearrangement of rates and disturbance of conditions, commercial and otherwise, throughout a large territory when it is manifest that the established system is the outgrowth of actual conditions and the result of a gradual development. No showing has been made that the present rates are unreasonable or unjust in and of themselves, or that they yield to the carriers exorbitant earnings for the transportation service. This prayer of the petition is denied.
849. The Commission is not convinced that the present proportional rates published from Indianapolis to Ohio River crossings for application on through traffic to southeastern territory are unreasonable. It is evident that proportional rates from more distant points must be less per mile to permit such points to compete in the common market, and the Commission does not feel warranted in condemning a system of rate making whereby wholesome competition between producing centers is preserved when no showing is made that the rates complained of are unreasonable or do in fact result in unjust discrimination, or that the more advantageous geographical location of one point has been disregarded and vitiated by an abnormal adjustment.

Hartman Furniture & Carpet Company *v.* Wisconsin Central Railway Company. (15 I. C. C. Rep., 530.)

850. The through fifth class rate of 33 cents per 100 pounds formerly applied by the defendants on carload shipments of stoves from Minneapolis, Minn., via Chicago, to Fremont, Ohio, found unreasonable and reparation awarded complainant on the basis of the present through commodity rate of 29½ cents per 100 pounds.

Pleasant Hill Lumber Company *v.* St. Louis Southwestern Railway Company. (15 I. C. C. Rep., 532.)

851. Complainant shipped 2 carloads of sawmill machinery from Ogemaw, Ark., to Sodus, La., paying the established rate of defendants, and filed complaint for reparation, alleging said rate to be unreasonable. Upon assignment of the case for hearing complainant failed to appear and prosecute the proceedings, and it appearing that more than two years had intervened between the date on which freight charges were paid and date on which claim was presented to the Commission, the complaint is dismissed.

Wakita Coal & Lumber Company *v.* Atchison, Topeka & Santa Fe Railway Company. (15 I. C. C. Rep., 533.)

852. Petition for reparation based on alleged misrouting of a carload of lumber from Ashland, Tex., to Wakita, Okla., dismissed, because of failure of complainant to appear at the hearing.

Monroe Progressive League *v.* St. Louis, Iron Mountain & Southern Railway Company. (15 I. C. C. Rep., 534.)

853. Complaint attacks as unreasonable and unjustly discriminatory against Monroe the general adjustment of rates to Monroe from St. Louis and defined territories north, northeast, and northwest thereof. The adjustments of rates from Memphis and from Natchez which are complained of are admitted to be unreasonable, and adjustments of same are under way.

854. Rates from St. Louis and points basing thereon to New Orleans, Natchez, Vicksburg, and other Mississippi River points are controlled by water competition, and, therefore, the fact that such rates are lower rates than from the same points of origin to Monroe does not unjustly discriminate against Monroe.

855. Rates from the north to Monroe can not reasonably exceed in any instance the combination on Vicksburg or New Orleans, whichever may make lower.

856. The rate adjustment which groups Monroe, Alexandria, and Shreveport under common rates is not unreasonable, and not unjustly discriminatory against Monroe.

J. B. Place *v.* Toledo, Peoria & Western Railway Company. (15 I. C. C. Rep., 543.)

857. Fuel wood may lawfully be included in a carload of emigrant movables under a tariff which permits including limited quantities of lumber and fence posts, and also "property included in the outfit of intending settlers." Reparation awarded.

Cedar Hill Coal & Coke Company *v.* Colorado & Southern Railway Company. (15 I. C. C. Rep., 546.)

858. A charge of \$5 per car for the privilege of changing destination of shipment, when change was made before or immediately after arrival of car at first destination and when no back haul or out-of-line haul was required, was unreasonable to the extent that it exceeded \$2 per car.

II. Channon Company *v.* Lake Shore & Michigan Southern Railway Company. (15 I. C. C. Rep., 551.)

859. Complainant shipped 11 rolls of old, worn-out canvas, bought as junk, from Worcester, Mass., to Chicago, Ill., upon which the first class rate of 75 cents per 100 pounds was assessed, instead of the junk rate of 35 cents per 100 pounds. Reparation awarded on the 35-cent basis, and defendants required to apply to this commodity for the next two years a rate not exceeding that imposed for the transportation of junk.

Goff-Kirby Coal Company v. Bessemer & Lake Erie Railroad Company. (15 I. C. C. Rep., 553.)

860. On motion of parties in complaints herein involving claims for reparation for unreasonable rates on cannel coal on the basis of decision of the Commission in the original proceedings, 13 I. C. C. Rep., 283, a written agreement providing for compromise settlement of these claims is approved.

George J. Kindel v. New York, New Haven & Hartford Railroad Company. (15 I. C. C. Rep., 555.)

861. Complaint alleges that, generally, rates from the Missouri River and east thereof to Denver and from Denver to Utah common points are discriminatory, unreasonable, and excessive; *Held*, That the present adjustment of rates is discriminatory against Denver, in favor of Kansas City and other Missouri River crossings, and that the class rates from Chicago and from St. Louis to Denver are excessive and unreasonable, and that they should be reduced; and *Held, further*, That the class rates from the Missouri River to Denver and from Denver to Utah common points are unreasonable and excessive, but that no order will be entered herein reducing those rates, as it seems obvious that they must be readjusted in harmony with the principles announced in the *Spokane case, ante*, page 376, either through voluntary action of the carriers or in some other proceeding before this Commission.

Indianapolis Freight Bureau v. Pennsylvania Railroad Company. (15 I. C. C. Rep., 567.)

Complaint alleges unjust discrimination against Indianapolis in that the long-established relationship of rates between Indianapolis on the one hand and St. Louis and the Ohio River crossings on the other hand has been departed from in adjusting rates on sugar and on coffee from New Orleans and from Atlantic seaboard points to Indianapolis and to St. Louis and the Ohio River crossings; *Held*:

862. That departure from the former relationship of rates on sugar from New Orleans to Indianapolis and to St. Louis and the Ohio River crossings is not unjustly discriminatory against Indianapolis, because the rates on sugar from New Orleans to St. Louis and to the Ohio River crossings are controlled by potential water competition; but that it is unjustly discriminatory against Indianapolis to depart from the former relationship of rates on coffee as between Indianapolis and St. Louis and the Ohio River crossings, because such rates on coffee are not controlled by the water competition.

863. That rates on sugar from Atlantic seaboard points to St. Louis and the Ohio River crossings are controlled by the water-controlled rates from New Orleans and that therefore it is not unjustly discriminatory against Indianapolis to depart from the former relationship of rates on sugar from Atlantic seaboard points to Indianapolis and to St. Louis and the Ohio River crossings; but that it is unjustly discriminatory against Indianapolis to depart from the former relationship of rates on coffee as between Indianapolis and St. Louis and Ohio River crossings, which are not so controlled by water competition.

Wyman, Partridge & Company v. Boston & Maine Railroad. (15 I. C. C. Rep., 577.)

864. In pursuance of the suggestion of the Commission in the original proceeding herein, the carriers arranged to incorporate certain provisions in their tariffs in regard to marine insurance on the Lakes; complainants filed supplemental petition setting forth that under this arrangement they did not receive the protection which had formerly been secured by their policies of insurance and asking that the matter be further considered. For reasons stated in the decision an order will be made requiring the carriers to cease and desist from tendering to shippers a contract of shipment containing conditions opposed to their tariffs, and carriers will be required to tender a bill of lading which is consonant with their tariffs in this respect. Carriers allowed until April 20, 1909, in which to modify their tariffs in accordance with the views expressed.

A. L. Thomas v. Chicago, Milwaukee & St. Paul Railway Company. (15 I. C. C. Rep., 584.)

865. The combination through rate of 31½ cents per 100 pounds formerly applied by the defendants on carload shipments of vegetables from Green Bay, Wis., to Pattonsburg, Mo., found unreasonable, and reparation awarded complainant on the basis of the present reasonable rate of 22 cents per 100 pounds.

Bainbridge Board of Trade v. Louisville, Henderson & St. Louis Railway Company. (15 I. C. C. Rep., 586.)

866. While complainant assails all rates from St. Louis, Mo., to Bainbridge, Ga., as unjust and unreasonable, the evidence relied upon to support that allegation is largely by way of comparison with other rates, especially with the rates to Eufaula, Ala., and incidentally with the rates to Albany, Ga. The real question involved is the alleged unjust discrimination against Bainbridge and undue preference in favor of Eufaula, by reason of which complainant claims that the Eufaula rates are the only just and reasonable ones to apply to Bainbridge; *Held*, That the circumstances and conditions obtaining at Eufaula are materially different from those surrounding Bainbridge, and that therefore the complaint should be dismissed.

Carl Nollenberger v. Missouri Pacific Railway Company. (15 I. C. C. Rep., 595.)

867. This case is governed by *Baer Bros. Mercantile Co. v. M. P. Ry. Co.*, 13 I. C. C. Rep., 329. Reparation awarded.

Advance Thresher Company v. Orange & Northwestern Railroad Company. (15 I. C. C. Rep., 599.)

868. Rate of 59 cents per 100 pounds on agricultural machinery, in carloads, from Bancroft, Tex., to Crowley, La., found unreasonable and reparation awarded.

Farley & Loetscher Manufacturing Company v. Chicago, Milwaukee & St. Paul Railway Company. (15 I. C. C. Rep., 602.)

869. Rate of 19 cents per 100 pounds on doors, in carloads, from Dubuque, Iowa, to Sioux Falls, S. Dak., found unreasonable. Reparation awarded.

Southern Kansas Millers Commercial Club v. Atchison, Topeka & Santa Fe Railway Company. (15 I. C. C. Rep., 604.)

870. Complaint assailed defendant's rates on wheat from points in Oklahoma to Kansas City, Mo., as unreasonable and unjustly discriminatory; but on complainant's motion and the facts appearing in the record, the complaint is dismissed.

Southern Kansas Millers Commercial Club v. Chicago, Rock Island & Pacific Railway Company. (15 I. C. C. Rep., 605.)

871. Complaint alleged that defendants' rates on grain and grain products from points in Kansas to Memphis, Tenn., and Little Rock, Ark., are unreasonable and unjustly discriminatory; but on complainant's motion and the facts appearing in the record, the complaint is dismissed.

Southern Kansas Millers Commercial Club v. Atchison, Topeka & Santa Fe Railway Company. (15 I. C. C. Rep., 607.)

872. Complaint charges that defendants' rates on grain and grain products from points in Kansas to various points in Oklahoma are unjust and unduly discriminatory against the milling interests of southern Kansas; but on complainant's motion and the facts appearing in the record, the complaint is dismissed.

A. T. Maxwell v. Adams Express Company. (15 I. C. C. Rep., 609.)

873. Complaint involved reasonableness of rule of defendant express company which assesses double rates upon typewriters where the same are not properly boxed; but as complainant failed to appear at the hearing, either in person or by attorney, complaint is dismissed for want of prosecution.

Midland Mill & Elevator Company *v.* Kansas Southwestern Railway Company. (15 I. C. C. Rep., 610.)

874. Complainant asks for reestablishment of joint or through rates on grain and grain products from all points on the line of the Kansas Southwestern Railway to all points on the lines of the other defendants; *Held*, That upon the facts in this case the complainant is not entitled to the relief prayed. Complaint dismissed.

Isbell-Brown Company *v.* Michigan Central Railroad Company. (15 I. C. C. Rep., 616.)

875. Complaint alleged that defendants collected for the transportation of 1 carload of beans from Lansing, Mich., to Cedar Rapids, Iowa, a rate of 30½ cents per 100 pounds; one of the defendants admitted that the legally published rate at the time of the shipment was 28½ cents per 100 pounds and agreed to refund the excess collected. This can be done without any order of this Commission. No evidence being presented as to the unreasonableness of the rate, the complaint is dismissed.

American Cigar Company *v.* Chicago, Milwaukee & St. Paul Railway Company. (15 I. C. C. Rep., 618.)

876. Complainant shipped from Stoughton, Wis., to Passaic, N. J., over defendants' lines one carload of leaf tobacco, for which it was charged a rate of 52½ cents per 100 pounds of which the initial carrier received 17½ cents and the delivering carrier 35 cents per 100 pounds. At the time of shipment the 17½-cent rate was the legally published rate over the initial line for interstate commerce, whereas at the same time it had a rate of 15 cents per 100 pounds for local shipments. Subsequently the interstate rate was reduced to the local rate. The 17½-cent rate found unreasonable, and reparation awarded.

Standard Lime & Stone Company *v.* Cumberland Valley Railroad Company. (15 I. C. C. Rep., 620.)

877. It is the duty of a common carrier to receive and carry, upon reasonable terms, all goods tendered in suitable condition, and it can not lawfully discriminate in favor of any person, product, or locality.

878. A common carrier, in order to build up and foster industries on its own lines, can not lawfully refuse to carry the products of like industries located on connecting lines. Decision of the Commission in 12 I. C. C. Rep., 183, and 13 I. C. C. Rep., 460, adhered to.

Duluth Log Company *v.* Minnesota & International Railway Company. (15 I. C. C. Rep., 627.)

879. Complainant alleges that its shipment of poles over lines of defendants from La Porte, Minn., to Poplar Bluff, Mo., should have moved to St. Louis without passing through Kansas City, but it appeared that a representative of complainant directed that routing; *Held*, That it was the duty of the initial carrier to obey the specific routing instructions furnished by complainant. When a shipper names the carriers that are to transport his shipment, it must be assumed that he is relying upon his own investigations, and that for some reason he considers it expedient that the shipment move over the route indicated by him.

880. The record discloses that while defendants transported the shipment over the lines named by complainant, they did not route or carry it via the cheapest reasonable route available over the lines of the carriers specified in the shipping bill. If the shipment had moved over the Frisco Line from Kansas City to Poplar Bluff through Springfield, Mo., rather than through St. Louis, a lower rate than the one collected would have been available; *Held*, That complainant was entitled to the lowest rate available via the Frisco Line and that damages should be awarded against that defendant for such misrouting.

881. The tariff under which the shipment moved did not provide for an allowance for the stakes furnished by complainant. Subsequently it was amended by inserting a provision making an allowance of

500 pounds on the weight of the shipment to cover stakes when they were so furnished. The defendants admit that this provision is a reasonable one and should have been incorporated in the tariff under which the shipment was made; *Held*, That complainant is entitled to an award of damages against all the defendants to cover allowance for stakes furnished by complainant.

Arthur S. Phillips *v.* New York & Boston Despatch Express Company. (15 I. C. C. Rep., 631.)

882. Complainant alleges that defendant's express charge of 60 cents per 100 pounds from Boston, Mass., to Bristol Ferry, R. I., 58 miles, is unreasonable when compared with defendant's 50-cent charge from Boston to Fall River, Mass., 51 miles; and that the Bristol Ferry minimum of 25 cents per package is excessive when compared with the Fall River minimum of 15 cents per package; *Held*, That the record does not sustain the contention. The dissimilarity in the conditions affecting express traffic to Fall River and Bristol Ferry explains and justifies the relation of the defendant's rates to the two points.

883. Defendant meets at Fall River the keen competition of another express company, which not only carries express matter to that point at a materially lower rate, but also maintains a minimum charge of 15 cents per package. In addition it performs a free pick-up and delivery service both at Boston and Fall River. Defendant is fairly entitled to adjust its rates to meet this competition, and in doing so can not be said to be guilty of an undue discrimination against Bristol Ferry, where no such competition exists.

884. The right of an express company to maintain a free package pick-up and delivery service at one point, while not maintaining such a service at another point, must necessarily be controlled by the conditions existing at each place. Because such a service is maintained at Fall River, where the volume of the traffic is large, and a wagon service can be conducted economically, it by no means follows that a like service must be maintained at Bristol Ferry, where the traffic is small and the cost of keeping up a wagon service might more than absorb all the revenue.

Railroad Commissioners of the State of Florida *v.* Seaboard Air Line Railway. (16 I. C. C. Rep., 1.)

885. The complaint involves the relation of rates on sea-island cotton from Alachua, Gainesville, and Hawthorne, Fla., to Savannah, Ga., the respective rates being 39, 40, and 45 cents per 100 pounds via each of the defendant lines. The Florida railroad commission regard this adjustment as an undue preference to Alachua; *Held*, That the complaint is well founded as to the Seaboard Air Line Railway, but no findings are made as to the Atlantic Coast Line Railroad Company because of its greater length of haul.

886. The rate of 39 cents per 100 pounds on sea-island cotton from Alachua to Savannah, when shipped over the Seaboard Air Line, will afford it reasonable compensation for the haul, and will therefore be a reasonable rate over that line for the future. The 40-cent rate over that line from Gainesville to Savannah and the 45-cent rate from Hawthorne to Savannah are unreasonable and unduly discriminatory. The rate from each point to Savannah ought not in the future to exceed the rate here fixed over that line from Alachua to Savannah.

Lindsay Brothers *v.* Baltimore & Ohio Southwestern Railroad Company. (16 I. C. C. Rep., 6.)

887. Defendants' joint through rate of 29 cents per 100 pounds on a shipment of vehicles from Lawrenceburg, Ind., to Milwaukee, Wis., was an unreasonable rate at the time of the shipment, and should not have exceeded the combination of local rates of 25½ cents per 100 pounds, which last-named rate is found reasonable for the future between the points in question. Reparation awarded on that basis.

888. The Commission again insists on the principle that in the absence of a justifying explanation a through rate in excess of the sum of the locals is an unreasonable rate.

889. While water competition may be availed of by a carrier as its justification and excuse for rates that are lower than would otherwise be lawful, the existence of such competition is not in itself a ground upon which a shipper may demand a lower rate. It is the privilege of a carrier, in its own interest, to meet such competition, but it is not the privilege of a shipper to demand less than normal rates because of the existence of a competition which the carrier in its own behalf does not choose to meet.

Chilton Malting Company, Limited, v. Chicago, Milwaukee & St. Paul Railway Company. (16 I. C. C. Rep., 10.)

890. Defendant's rate of 13½ cents per 100 pounds formerly applied on carload shipments of malt from Chilton, Wis., to Kansas City, Mo., found unreasonable, and the present rate of 10 cents per 100 pounds for such transportation held to be reasonable. Reparation awarded.

Board of Trade of Winston-Salem, N. C., and City of Winston, N. C. v. Norfolk & Western Railway Company. (16 I. C. C. Rep., 12.)

891. Complainants allege that rates on bituminous coal in carloads from the Pocahontas (Va.) district to Winston-Salem and Durham, N. C., are unreasonable and ask that defendant be required to establish the same rates to said points that are made by it to points east of Norfolk, Va., and Lynchburg, Va. Reparation is also asked; *Held*, (1) That circumstances and conditions of transportation are different at main-line points from Lynchburg to Norfolk than at Winston-Salem and Durham on branch lines to the south from the main line, and defendant may make higher charges to the latter points; (2), That under the circumstances shown the rate charged Winston-Salem on soft coal in carloads is unreasonable to the extent that it exceeds \$2.10 per ton, and that the charge to Durham is unreasonable to the extent that it exceeds \$2.20 per ton. Reparation is denied.

Avery Manufacturing Company v. Atchison, Topeka & Santa Fe Railway Company. (16 I. C. C. Rep., 20.)

892. Complainants allege that defendants, by taking Galva, Canton, and Springfield, Ill., out of the Peoria rate group and placing them in the Mississippi River rate group on shipments of agricultural implements to Missouri River points, have unduly discriminated against Peoria and manufacturers and shippers of such products at that point; *Held*, That under the facts and circumstances shown the lower rates on agricultural implements granted Canton, Galva, and Springfield do not unduly prejudice Peoria, and are therefore not unlawful.

E. A. Neufeld v. Chicago, Milwaukee & St. Paul Railway Company. (16 I. C. C. Rep., 26.)

893. Rate of 22½ cents per 100 pounds on laths, in carloads, from Beecher Lake, Wis., to Chicago, Ill., found unreasonable to the extent that it exceeded 10 cents per 100 pounds, rate applicable from Pembine, Wis., a farther-distant point, to Chicago, Ill. Reparation awarded.

W. A. Tully Grain Company v. Fort Smith & Western Railroad Company. (16 I. C. C. Rep., 28.)

894. Defendants voluntarily reduced their rate on snapped corn from Okemah, Okla., to Terrell, Tex., because it was unjust and unreasonable. Within the period of the statute of limitation, but fifteen months after rate was reduced, complaint was filed asking reparation on shipment moving under the higher rates. Defendants were never asked to make informal adjustment, and when formal complaint was filed were willing to satisfy same without formal hearing; *Held*, That complainant is entitled to reparation for the difference between the reduced rate and the rate charged as applied to the weight of the shipment, but under the peculiar facts the reduced rate should be maintained for a period of not less than two years from the date it became effective.

Stone-Ordean-Wells Company v. Chicago, Burlington & Quincy Railroad Company. (16 I. C. C. Rep., 30.)

895. Rate of \$1.40 per 100 pounds on rice in carloads from New Orleans, La., to Billings, Mont., found unreasonable to the extent that it exceeded \$1.07 per 100 pounds. Reparation awarded.

Charles A. Sanford v. Western Express Company. (16 I. C. C. Rep., 32.)

896. Complaint in case No. 1361 alleges unreasonable express charges on small packages shipped from St. Paul, Minn., to Courtenay, N. Dak.; *Held*, That case is governed by *Kindel v. Adams Express Co.*, 13 I. C. C. Rep., 475, in which it was held that the rates on small packages were made in competition with the United States mail rates.

897. Complaint in case No. 1362 alleges unreasonable rates on small packages shipped from New York, N. Y., to Courtenay, N. Dak.; *Held*, That the rates are not shown to be excessive. Complaints dismissed.

898. Where rates generally are attacked all parties should have an opportunity to be put on notice of the charges which must be met. In these complaints specific rates were attacked and beyond a decision in those respects the Commission can not legitimately go. In the general adjustment of rates individual instances of seeming discrepancy are noticed which are inexplicable from a cursory examination, but often when such instances are made the subject of specific complaint, circumstances and conditions before unknown are brought out tending to justify the apparently unreasonable relation. The Commission consequently moves with great caution in condemning a rate or practice and does so only when the facts before it amply warrant such action.

Pyro Art Club v. United States Express Company. (16 I. C. C. Rep., 37.)

899. Complainant asked that defendant be required to extend its free-delivery service in the city of Chicago to include complainant's place of business. At the hearing it appeared that the extension of such free service now includes complainant's place of business. Upon application to that effect, complaint is dismissed.

Duluth Log Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company. (16 I. C. C. Rep., 38.)

900. Complainant claims reparation in these two cases for the higher charge collected on shipments of poles from Washburn, Wis., to Winside, Nebr., and from Northome, Minn., to James, Iowa, because the actual weight at destination was greater than that named in the bill of lading. "The record shows that the weight upon which the rates were finally assessed was the correct weight, and the complaints as to this matter should be dismissed; but order issued for an admitted overcharge on the Northome shipment.

MacGillis & Gibbs Company v. Chicago & Eastern Illinois Railroad Company. (16 I. C. C. Rep., 40.)

901. Defendants' rate on cedar poles from Chicago, Ill., to Brady, Tex., assessed on complainant's shipment, should not have exceeded their rate on lumber. Reparation awarded.

John N. Voorhees v. Atlantic Coast Line Railroad Company. (16 I. C. C. Rep., 42.)

902. Complainant shipped 6 carloads of cabbages from St. Andrews, S. C., to New York, N. Y., for the transportation of which defendants charged their less-than-carload rate, because the initial carrier performed the loading service; *Held*, That these shipments having been offered in carload quantities were entitled to the published carload rate, and in the absence of specific tariff provision no additional charge could be lawfully collected from complainant to cover loading service performed by the railroad company. Reparation awarded.

John N. Voorhees *v.* Atlantic Coast Line Railroad Company. (16 I. C. C. Rep., 45.)

- 903. Defendants' present rate of 48 cents on lettuce in half-barrel packages from St. Andrews, S. C., to New York, N. Y., not found unreasonable.
- 904. The 48-cent rate now in effect should be applied on the baskets of lettuce shipped by complainant from St. Andrews, S. C., to New York, N. Y., and which were charged at the rate of 63 cents per half-barrel crate. Reparation awarded.

Virginia-Carolina Chemical Company *v.* St. Louis Southwestern Railway Company. (16 I. C. C. Rep., 49.)

- 905. Defendant's rates on fertilizer from Shreveport, La., to certain Arkansas destinations named in the report found unreasonable, and reasonable maximum rates prescribed for the future. Reparation awarded.
- 906. Fertilizer is a low-grade traffic, subject to no great risk in transit, and requiring no special service for its transportation in the sense that "special service" is generally understood. Its free movement and use is an auxiliary tending to produce and furnish a larger volume of traffic, and thus promote the prosperity of carriers and their patrons; so that, considering both commercial and transportation conditions, it is entitled to comparatively low rates.

Indianapolis Freight Bureau *v.* Cleveland, Cincinnati, Chicago & St. Louis Railway Company. (16 I. C. C. Rep., 56.)

- 907. Complainant alleges the exaction by defendants of unjust and unreasonable class rates from Indianapolis, Ind., to Missouri River points in and of themselves and as compared with rates on similar traffic from Chicago, Ill.; also challenges defendants' rates on chairs and furniture from Indianapolis to Missouri River points; *Held*, That the present class rates on through traffic from Indianapolis to Missouri River points are unreasonable and subject Indianapolis to unreasonable prejudice and give to Chicago undue preference. A relative adjustment as between Indianapolis and Chicago is prescribed; also reasonable maximum rates to be applied in the future to the transportation of class-rate traffic and chairs and furniture from Indianapolis to Missouri River points. Order relative to class rates and relative adjustment thereof withheld pending court decision on *Burnham*, *Hanna*, *Munger case*, 14 I. C. C. Rep., 299.
- 908. While it may not be doubted that competitive conditions are responsible for the present rates applying from Chicago, yet, giving full weight to such considerations, it is the province of the Commission to determine whether the disparities between the total charges from Chicago and Indianapolis, respectively, are greater than are justified by the recognized dissimilarity of conditions.
- 909. Whatever may be the general effect of an order changing the rate structure for a typical point in a group, the Commission can not, under the law, deny relief to such point for the sole reason that other points in like situation may be able to show that they are entitled to a similar order. Any order which the Commission may have authority to enter must be predicated upon the complaint which is before it, after examination into the facts, circumstances, and conditions appertaining thereto, and such order is limited in its scope by the petition filed in the particular case to which it is addressed. If other points in the same territory are properly entitled to relief by order of the Commission, proceedings specifically directed to that end must be prosecuted in the manner prescribed by law to vest the Commission with authority. Whether or not such other points are entitled to similar relief depends upon the facts, circumstances, and conditions appearing upon investigation, and those questions can not be determined in this case.

Valley Flour Mills *v.* Atchison, Topeka & Santa Fe Railway Company. (16 I. C. C. Rep., 73.)

- 910. In *Howard Mills Co. v. Missouri Pacific Ry. Co.*, 12 I. C. C. Rep., 258, the difference between rates on wheat and on flour from Kansas points to Pacific coast terminals was prescribed. That

decision included the adjustment from Kansas points to Phoenix, Ariz., that question having been raised in the complaint and nothing in the line of testimony or information having been brought to the attention of the Commission indicating that any interests other than those of the parties to that proceeding were involved. It now appears that milling interests at Phoenix were unfavorably affected by that decision, and in this proceeding the relationship of rates on wheat and flour from Belpre, Pawnee Rock, and Hutchinson, Kans., to Phoenix, Ariz., is brought in issue; *Held*, That the rate on wheat from said Kansas points to Phoenix, Ariz., should not exceed \$1 per 100 pounds, and that the rate on flour from same points to same destination should not exceed the rate on wheat by more than 12 per cent. Order in *Howard Mills case* modified accordingly.

Wisconsin Pearl Button Company *v.* Chicago, St. Paul, Minneapolis & Omaha Railway Company. (16 I. C. C. Rep., 80.)

911. Complainant questioned the reasonableness of the Class B rate of 20 cents per 100 pounds on a carload shipment of clam shells from Mendota, Minn., to La Crosse, Wis.; *Held*, That, upon the facts disclosed in the record, the rate charged was excessive and unreasonable and that a rate of 8 cents per 100 pounds for such transportation would have been a reasonable and lawful rate. Reparation awarded.

Dayton Chamber of Commerce *v.* Chicago, Milwaukee & St. Paul Railway Company. (16 I. C. C. Rep., 82.)

912. The through class rate of 33½ cents per 100 pounds formerly applied by defendants on carload shipments of non-edible grease from Austin, Minn., to Dayton, Ohio, found unreasonable, and reparation awarded on the basis of a reasonable through commodity rate of 25 cents per 100 pounds.

Railroad Commission of Wisconsin *v.* Chicago & North Western Railway Company. (16 I. C. C. Rep., 85.)

913. Defendants' present rates for the transportation of cheese from the various stations in the state of Wisconsin, named in the report herein, to Chicago, Ill., found unreasonable, and reasonable maximum rates prescribed for the future.

Bedingfield & Company *v.* Wisconsin Central Railway Company. (16 I. C. C. Rep., 93.)

914. Complaint of excessive charges on a mixed carload shipment of mineral water and ginger ale from Waukesha, Wis., to Macon, Ga., dismissed for want of prosecution.

Arkansas Fuel Company *v.* Chicago, Milwaukee & St. Paul Railway Company. (16 I. C. C. Rep., 95.)

915. The act to regulate commerce as amended not only gives a remedy against excessive and unreasonable rates as applied to shipments to be made in the future, but also affords the shipper a means of recovering excessive charges on shipments made by him in the past under rates that were unjust and unreasonable.

916. In dealing with shippers the carrier is required to conform the freight charges actually collected to the amount fixed in its published tariffs, and in that sense the published rate in effect at the time of the movement is the legal rate; but the law declares that every charge for services rendered by a carrier in the transportation of passengers or property shall be reasonable and just, and if a carrier promulgates a rate in violation of this injunction it is not a lawful rate when its reasonableness is subsequently questioned upon complaint filed. While the published rate is the legal rate, the mere publication can not make a rate lawful that is unreasonable and excessive. No rate can be lawful, in the sense of being immune from attack, either with respect to past or future shipments, if it be excessive and unreasonable in amount.

917. Complainant shipped from Kansas City, Mo., to Seymour, Iowa, via defendant's railway, a carload of hay upon which it was compelled to pay a class rate of 13½ cents per 100 pounds. This was 1 cent

higher than a proportional commodity rate which had been in effect between the points in question until a short time prior to the date of the shipment and was restored within about sixty days thereafter by an amendment to defendant's tariffs; *Held*, That, under the admission of the defendant, and upon the Commission's knowledge of hay rates in the same territory, the class rate was excessive and unreasonable and should not have exceeded the commodity rate. Reparation awarded on that basis.

Kansas City Hay Company v. Chicago, Milwaukee & St. Paul Railway Company. (16 I. C. C. Rep., 100.)

918. On June 30, 1907, Class C rates became effective on hay from Kansas City to the Mississippi River, Peoria, St. Paul, Chicago, and common points, because of the cancellation on that date of proportional commodity rates that had been in force between those points on hay coming from points beyond Kansas City. Shortly thereafter the latter rates were restored. During the interval the complainant made shipments to points in Illinois, Iowa, and Minnesota; *Held*, That the rates charged were excessive, and that the complainant is entitled to reparation on the basis of the proportional rates.

Allender v. Chicago, Burlington & Quincy Railroad Company. (16 I. C. C. Rep., 103.)

919. Through error of a railroad agent complainants were unable to use the return coupons of their round-trip special excursion tickets with stop-over privilege, but without additional cost were supplied by the carrier with regular limited tickets. Upon complaint filed setting up claim for damages for loss of employment as fruit pickers which complainants hoped to secure at a point where their original tickets permitted stop-over; *Held*, That such damages are altogether too speculative to be accepted either as the basis for an order by the Commission or for a judgment in a court of law.

Ozark Fruit Growers' Association v. St. Louis & San Francisco Railroad Company. (16 I. C. C. Rep., 106.)

920. Defendants' rates for transportation of strawberries and peaches from points in the Ozark fruit region to points to the east, north, and west not found to be unreasonable.

921. The carload minima applying in connection with the refrigeration service should not exceed the minima governing the transportation charges—in the case of strawberries not to exceed 17,000 pounds, and in the case of peaches, 20,000 pounds. Ruling reserved as to reasonableness of refrigeration charge.

Wilson Produce Company v. Pennsylvania Railroad Company. (16 I. C. C. Rep., 116.)

Defendant's track-storage tariff, applying to carload shipments of fruit and produce received at the Pennsylvania Lines Produce Yards at Pittsburg, Pa., provides that after the expiration of 48 hours' free time, track-storage charges will be assessed as follows: For the first two days, \$1 per car per day or fraction thereof; for the next succeeding two days, \$3 per car per day or fraction thereof, and for each succeeding day, \$4 per car per day or fraction thereof. On rehearing of complaint challenging legality of these charges; *Held*:

922. The law does not require a carrier to give its cars and tracks under any terms for use as warehouses or places of business.

923. After allowing a reasonable time for unloading cars, a carrier may impose such charges for further detention as will lead to the speedy release of its equipment.

924. A carrier has a right to impose such charges at its produce terminal as will render that terminal available for the purpose for which it was intended.

925. The imposition of higher track-storage charges at the Pennsylvania Lines Produce Yards in Pittsburg than at other points does not constitute undue discrimination in view of the substantial dissimilarity of conditions. Complaint dismissed.

H. F. Watson Company *v.* Lake Shore & Michigan Southern Railway Company. (16 I. C. C. Rep., 124.)

926. Complaint challenges reasonableness of rates on building and roofing paper from Erie, Pa., to points in Central Freight Association territory, and asks for establishment of rates not to exceed 83½ per cent of the sixth class rates between the same points. Upon defendants agreeing to establish the rates prayed for, complaint is dismissed.

Thatcher Manufacturing Company *v.* New York Central & Hudson River Railroad Company. (16 I. C. C. Rep., 126.)

927. Reparation awarded for unreasonable charges due to misrouting a carload of cullet (broken glass) from New York, N. Y. to Kane, Pa.

Zellerbach Paper Company *v.* Atchison, Topeka & Santa Fe Railway Company. (16 I. C. C. Rep., 128.)

928. Complaint challenging reasonableness of carload minimum of 20,000 pounds applied on a carload of paper pails shipped from Chicago, Ill. to San Francisco, Cal., dismissed on motion of complainant.

C. D. Hendrickson Lumber Company *v.* Kansas City Southern Railway Company. (16 I. C. C. Rep., 129.)

929. It appearing that the principal defendant herein, by disregarding its duty to forward the shipment in question by the cheapest reasonable available route, caused complainant to pay a higher rate, an award of reparation is granted with interest.

Planters' Gin & Compress Company *v.* Yazoo & Mississippi Valley Railroad Company. (16 I. C. C. Rep., 131.)

930. On complaint alleging that defendant's rates on compressed cotton from Hermanville and Port Gibson, Miss., to New Orleans, La., unduly discriminate against the former point; *Held*, That the rates from Hermanville should not exceed the rate from Port Gibson by more than 2 cents per 100 pounds.

Ozark Fruit Growers' Association *v.* St. Louis & San Francisco Railroad Company. (16 I. C. C. Rep., 134.)

931. Rates for the transportation of apples via defendants' lines from the Ozark fruit region in Arkansas and Missouri to St. Louis and Kansas City, Mo., and to points in Tennessee, South Carolina, Georgia, Florida, Alabama, Mississippi, and Louisiana found not unreasonable.
932. Minimum weight applicable on carload shipments of apples via defendants' lines found not unreasonable.
933. Rates for the transportation of apples via defendants' lines from the Ozark fruit region to points in Oklahoma and Texas found unreasonable. Reasonable rates prescribed for the future.

Indianapolis Freight Bureau *v.* Cleveland, Cincinnati, Chicago & St. Louis Railway Company. (16 I. C. C. Rep., 142.)

934. Complainant challenges the legality of rates from Indianapolis to points throughout the Southern States and asks that Indianapolis be placed upon the same rate basis as Cincinnati, Ohio. It appearing that since the filing of the complaint the rate adjustment desired has been substantially put into effect by defendants, complaint is dismissed.

De Camp Brothers *v.* Southern Railway Company. (16 I. C. C. Rep. 144.)

935. Defendants' rate for the transportation of pig iron in carloads from Sheffield, Ala., to Hutchinson, Kans., effective August 2, 1906, not found unreasonable.
936. Because a delivering carrier sees fit to state that it will protect a rate made by its competitor, but fails to do so, the Commission can not hold that such lower rate is necessarily reasonable. It will take some other evidence in order to justify the Commission in holding an existing rate unreasonable than the mere statement two years ago of one of the connecting carriers that it will protect a rate made by one of its competitors.

C. H. Rodehaver v. Missouri, Kansas & Texas Railway Company. (16 I. C. C. Rep., 146.)

937. The Missouri Commission Company received 82,000 pounds of hay shipped over defendant's line from a station in Kansas to St. Louis, Mo.; paid 19 cents per 100 pounds and sold the hay to its customer; the Bartlett Commission Company received 82,000 pounds of hay shipped from points in Illinois, Iowa, and Missouri over lines other than defendant's at St. Louis, Mo., and reconsigned the same to points east of the Mississippi River and south of the Ohio River. The complainant obtained the expense bills of the Missouri Commission Company and the duplicate bills of lading of the Bartlett Company, presented them to the defendant, and demanded refund to the amount of 13½-cent rate by reason of defendant's tariff, which "applies on hay, C. L., from stations in Missouri, Kansas, and Indian Territory on the M., K. & T. Ry. to St. Louis for reconsignment to points south of the Ohio River and east of the Mississippi River at proportional rates shown on page 2 of the schedule;" *Held*, That the complainant was not entitled to any refund or reparation in such a case, and that such substitution of tonnage could not be sanctioned.

La Salle Paper Company v. Michigan Central Railroad Company. (16 I. C. C. Rep., 149.)

938. Defendants' rate on paper stock from Chicago, Ill., to South Bend, Ind., not found unreasonable as compared with their rate on manufactured paper between the same points.

939. The Commission can not order a reduction on paper stock in order to meet market competition, as railroads are authorized to meet or not to meet competition, as to them seems to their interest.

Lagomarcino-Grupe Company v. Illinois Central Railroad Company. (16 I. C. C. Rep., 151.)

940. Rates on bananas in carloads from New Orleans and Mobile to Burlington, Cedar Rapids, Davenport, Ottumwa, Des Moines, Fort Dodge, and Waterloo, Iowa, not found unreasonable.

Ozark Fruit Growers' Association v. St. Louis & San Francisco Railroad Company. (16 I. C. C. Rep., 153.)

941. Rates for the refrigeration of strawberries and peaches shipped from points in the Ozark fruit region to points in the west, north, and east not found unreasonable.

Indiana Steel & Wire Company v. Chicago, Rock Island & Pacific Railway Company. (16 I. C. C. Rep., 155.)

942. For a number of years prior to May 25, 1907, the carrier defendants, by tariffs duly published and filed with this Commission, had maintained identical joint rates on steel and wire products from what was known as Chicago-Cincinnati territory when destined to Arkansas common points. Beginning on that date the carriers divided the said territory along the Illinois-Indiana state line, and by tariffs in which they all participated or concurred established rates applying to Chicago territory and other rates applying to Cincinnati territory, particularly to Muncie and Kokomo, Ind., which are embraced therein, which rates were higher from said last-mentioned points to Arkansas common points than from points of origin within Chicago territory, whereby, as between manufacturers and shippers in Chicago territory and manufacturers and shippers located at Muncie and Kokomo, there was created a condition of preference with respect to rates and regulations in favor of the manufacturers and shippers in Chicago territory and of prejudice and disadvantage with respect to manufacturers and shippers of similar products in Cincinnati territory, particularly with respect to Muncie and Kokomo. The discriminations thus wrought between the two territories tended largely to, and did, exclude the manufacturers and shippers at Muncie and Kokomo from competition in Arkansas common points with the manufacturers

and shippers located in Chicago territory. The manufacturing plants at Muncie and Kokomo having been established after the establishment by the defendants of the Chicago-Cincinnati territory, and the rates, practices, rules, and regulations applying to shipments of wire and wire products from such territory destined to Arkansas common points, and in view thereof, and the traffic of such plants having grown up in competition with the traffic from similar plants in Chicago territory between the years 1902 to 1907; *Held*, That the different rates, rules, and regulations made to apply to Chicago territory and to Cincinnati territory beginning in May, 1907, created discriminations, preferences, prejudices, and disadvantages as between Chicago territory and Cincinnati territory, and particularly between the plants located at Joliet, De Kalb, Lockport, Waukegan, Janesville, and Milwaukee, in Chicago territory, and the plants located at Muncie and Kokomo, in Cincinnati territory, which said discriminations, preferences, prejudices, and disadvantages are found to be undue and unjust, and are hereby condemned.

Kalispell Lumber Company v. Great Northern Railway Company. (16 I. C. C. Rep., 164.)

943. The Great Northern Railway Company ordered to establish and maintain rates on lumber and other forest products from certain points on its line in Idaho and Montana to certain points on its line located on the Pembina-Port Arthur line, which are certain differentials under the lumber rates from the Spokane group.

944. The Great Northern Railway and the Minneapolis, St. Paul & Sault Ste. Marie Railway companies ordered to establish and maintain through routes and joint rates on lumber and other forest products between certain points in Idaho and Montana and certain points in North Dakota.

Big Blackfoot Milling Company v. Northern Pacific Railway Company. (16 I. C. C. Rep., 173.)

945. The Northern Pacific Railway and Chicago, Burlington & Quincy Railroad companies ordered to establish and maintain rates on lumber and other forest products from certain points on the Northern Pacific Railway to specified points named in the report which are certain differentials under the lumber rates from the Spokane group.

Michael Cohen & Company v. Southern Railway Company. (16 I. C. C. Rep., 177.)

946. Defendants' rate applied to the transportation of 2 carloads of marble from Long Island City, N. Y., to Shipman, Va., of 54 cents per 100 pounds found unreasonable, and a rate of 22 cents per 100 pounds found reasonable; but for reasons stated in the report no order made prescribing rate for the future. Reparation awarded.

City of Spokane v. Northern Pacific Railway Company. (16 I. C. C. Rep., 179.)

947. For reasons stated in the report, the effective date of the Commission's order in this case, as to the Chicago & Northwestern Railway, the Union Pacific Railroad, the Oregon Short Line Railroad, and the Oregon Railroad & Navigation Company, is temporarily postponed.

Maricopa County Commercial Club v. Wells Fargo & Company. (16 I. C. C. Rep., 182.)

948. Defendant's base rates applying between Phoenix, Mesa, and Tempe, Ariz., and specified points in California, Arizona, New Mexico, Colorado, and Kansas found to be unreasonable, and lower rates prescribed for the future.

William K. Noble v. St. Louis & San Francisco Railroad Company. (16 I. C. C. Rep., 186.)

949. Higher rate on elm hoops to East St. Louis, Ill., from Prairie Grove, Ark., than from Fayetteville, Ark., found to be unreasonable. Reparation awarded.

O. W. Council v. St. Louis & San Francisco Railroad Company. (16 I. C. C. Rep., 188.)

950. Complainant specifically directed that shipment of live stock be forwarded via a certain route in order that he might have the advantage of trying a market so reached. Shipment moved in accordance with his directions. He now claims reparation on the ground that a lower rate applied via another and more direct route than the one which he selected, but via which he could not have reached the market which he desired to try. Complaint dismissed.

William J. Diehl, doing business as Capital Pine Company, v. Chicago, Milwaukee & St. Paul Railway Company. (16 I. C. C. Rep., 190.)

951. Rate of 16 cents per 100 pounds on sawdust from Duluth, Minn., to Andover, S. Dak., found to be unreasonable to the extent that it exceeded 12½ cents. Reparation awarded.

Minneapolis Threshing Machine Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company. (16 I. C. C. Rep., 193.)

952. Rate of 37½ cents per 100 pounds found to be reasonable for the transportation of agricultural implements, in carloads, from Minneapolis, Minn., to New York, N. Y., when for export.

Kansas City Transportation Bureau of the Commercial Club v. Atchison, Topeka & Santa Fe Railway Company. (16 I. C. C. Rep., 195.)

953. Proportional rates on grain coming from beyond the Missouri River are the same to Mississippi River crossings from Omaha and from Kansas City via all lines. Proportional rates on grain from Omaha to Cairo and other Ohio River crossings, to Memphis, to Carolina territory, and to New Orleans, Galveston, and other Gulf ports, for export, are 1 cent per 100 pounds higher than from Kansas City. Complainant, representing grain dealers at Kansas City, alleges that this adjustment is unjustly discriminatory against Kansas City in that it does not give full recognition to the shorter distance from Kansas City to St. Louis and points southeast thereof.

954. In a case of this kind there must be an examination and consideration of the entire rate from point of production to ultimate destination. It is not sufficient to consider the rates to an intermediate market, nor alone the rates from such market, if the question of discrimination between such markets is to be determined.

955. Adoption of distance alone as a measure of the rates from points of origin to the primary market would necessarily result in a clear division of the territory between the markets and would be destructive of competition in most of that territory. It would destroy the long-established adjustment which places Missouri River crossings on a parity in both inbound and outbound rates on traffic generally. Giving to Kansas City all the advantage that could come to it from a mileage adjustment would give it a monopoly of territory in which Omaha now freely competes with Kansas City, and the application of the same rule to Omaha would give it exclusive purchasing power in territory in which Kansas City now competes with Omaha on equal terms.

956. *Traffic Bureau of the Merchants' Exchange of St. Louis v. Missouri Pacific Railway Co. et al.*, 13 I. C. C. Rep., 11, cited and the principles therein announced followed. Complaint dismissed.

Edwin Beggs v. Wabash Railroad Company. (16 I. C. C. Rep., 208.)

957. Reparation awarded on account of imposition of an unreasonable freight charge on a shipment of corn from Bates, Ill., to Detroit, Mich., because of carrier's failure to supply a car of the size ordered by the complainant.

Davenport Commercial Club v. Yazoo & Mississippi Valley Railroad Company. (16 I. C. C. Rep., 209.)

958. Rates on cypress lumber from Baden and Kirkpatrick, Miss., to Davenport, Iowa, that were higher than from Tutwiler and Drew, Miss., respectively, to Davenport, found unreasonable. Reparation awarded.

Sunderland Brothers Company v. Chicago & North Western Railway Company. (16 I. C. C. Rep., 212.)

959. Rate of \$5.20 per ton on soft coal from Sterling, Ill., to Wausa, Nebr., found to be unreasonable. Rate of \$2.70 per ton prescribed, and reparation awarded.

William M. Davis v. West Jersey Express Company. (16 I. C. C. Rep., 214.)

960. Exaction of double merchandise rates for the transportation of small live animals in secure containers, and when such animals do not require feeding or watering en route, found to be unreasonable. Merchandise rates should apply.

Milwaukee Falls Chair Company v. Chicago, Milwaukee & St. Paul Railway Company. (16 I. C. C. Rep., 217.)

961. Rate of 17½ cents per 100 pounds for transportation of chairs, in carloads, from Grafton, Wis., to Chicago, Ill., found unreasonable to the extent that it exceeds 15 cents per 100 pounds, the rate in force prior to January 3, 1908, and subsequent to September 1, 1908; and the exaction of switching charges upon two small cars furnished by defendant, for its convenience, in lieu of one large car ordered by complainant, held not to be in accordance with defendant's tariff provision. Reparation awarded.

Enterprise Fuel Company v. Pennsylvania Railroad Company. (16 I. C. C. Rep., 219.)

962. A city which embraces a wide area within its limits may, because of physical or business conditions, comprise one or more shipping communities to and from which through routes should be established.
963. A shipper is not entitled to a through route merely because he may not be as conveniently served by one railroad as by another.
964. On complaint asking for establishment of a through route and joint rate via defendants' lines from Alden, Pa., to the Hillen and Walbrook stations of the Western Maryland Railroad in Baltimore, Md.; *Held*, That (1) the through route at present existing to the terminals of the Pennsylvania Railroad Company in Baltimore is a satisfactory through route to Baltimore proper, in which the Hillen station of the Western Maryland is located; and that (2) Walbrook, although lying within the limits of Baltimore, is a distinct transportation point to which no satisfactory through route exists. Defendants ordered to establish a through route and joint rate to that point.

Winfield F. Cozart v. Southern Railway Company. (16 I. C. C. Rep., 226.)

965. In *Edwards v. N., C. & St. L. Ry.*, 12 I. C. C. Rep., 247, the principle was enunciated that common carriers may not, in the accommodations which they furnish to each, unjustly discriminate between white and colored passengers paying the same fare. On the authority of that decision and the cases there cited, the principle is here reaffirmed. But the question is whether or not from the facts herein defendant has unduly and unjustly discriminated against the complainant and others of his race. Complaint dismissed.

Douglas & Company v. Chicago, Rock Island & Pacific Railway Company. (16 I. C. C. Rep., 232.)

966. Complaint arises from the withdrawal by defendants of certain transit privileges and rates which were in effect at the point where complainant's works are located for several years prior to the establishment of said works, and which are continued as to other manufacturers of grain products at that point.
967. There is much to be said in favor of milling and manufacturing in transit, and there is much that can be said about the irregular and discriminatory practices that are invited and possible thereunder.
968. There is of course a limit to the products which can reasonably be included in the list of those which will be transported at the raw-material rate either with or without a transit privilege. It might

be reasonable to withhold transit privilege from a product that is essentially different from the raw material and from the other products of the same raw material which are accorded transit rates, as, for example, a liquid product of grain; but it is clearly discriminatory to single out one or more of several milled products of grain and withhold from it or them transit privilege which is accorded at that or some other competitive point to other milled products of grain of substantially similar character, value, and packing, and which are transported under substantially the same conditions, attended by substantially equal risks, where there is competition between the millers of the grain either in marketing their product or in securing their material for milling.

969. Defendants argue that the Commission is without power to direct a carrier to grant a transit privilege. There can, however, be no question as to the right and power of the Commission to order the removal of an unjust discrimination and to prescribe such reasonable rates and regulations as will effect such removal. The Commission desires to leave defendants reasonable opportunity to remove the unjust discrimination herein found in such manner as will best effect that purpose. Defendants may therefore submit for approval a plan for removing the unjust discrimination against complainant, and if that is not done the Commission will consider entering such an order as will accomplish that object.

In the Matter of Contracts of Express Companies for Free Transportation of their Men and Material over Railroads. (16 I. C. C. Rep., 246.)

970. A railway company may lawfully transport the men and supplies of an express company without reference to any tariff provision when employed or used in the business of the express company upon the line of the railway itself, and in the same manner an express company may lawfully transport the packages of a railway company between points upon that line of railway without reference to its tariff rates.

971. A railway company may not lawfully transport men and supplies of an express company when employed or used in the business of that company at points not on the line of railway, and an express company may not lawfully transport for a railway packages between points on its route but not on that particular line of railway.

Indianapolis Freight Bureau v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company. (16 I. C. C. Rep., 254.)

972. Complainant alleges unjust discrimination against Indianapolis and undue preference in favor of Cincinnati, Louisville, New Albany, Evansville, and Chicago in the application of charges for the transportation of furniture, chairs, ladders, and vehicles to destinations in Texas, Arkansas, Oklahoma, and Louisiana under the so-called "two-for-one rule," permitting the application of carload rates on part car lots in excess of full carloads from Cincinnati, Louisville, New Albany, Evansville, and Chicago, whereas less-than-carload rates are charged on any excess from Indianapolis. The rule as applied on such shipments from the other points mentioned should be extended to Indianapolis, but in such modified form as to eradicate manipulation whereby one shipper secures an improper advantage over another, or else the minimum weights should be readjusted so as to conform with the actual loading capacity of cars.

973. Unjust discrimination is alleged against Indianapolis and in favor of Chicago in respect to class and commodity rates enforced by defendants on shipments to Oklahoma. A proper relationship is suggested between the class rates, also between commodity rates on roasted coffee, furniture (new, n. o. s.), kitchen safes, iron and steel articles, stoves, and wooden ware from Chicago and Indianapolis, respectively, to group points in Oklahoma. Rates on furniture (new, n. o. s.), kitchen safes, iron and steel articles, stoves, roasted coffee, and machinery for coal mines, carloads, from Indianapolis to Muskogee, should not exceed those contemporaneously in effect from Cincinnati.

974. Complainant also alleges that defendants unjustly discriminate against Indianapolis and give undue preference to Chicago, Cincinnati, Louisville, New Albany, and Evansville in the transportation of

vehicles, chairs, furniture, and wooden ware to Arkansas common points in that the local class rates to East St. Louis are applied on such shipments from Indianapolis to common points in Arkansas, whereas on similar shipments from Chicago and the other points of origin mentioned arbitrary differential bases via East St. Louis are applied, which, added to the rate beyond, result in lower through rates. The Commission is of the opinion that the several articles referred to should be accorded the same rates from Indianapolis as are applied from Cincinnati to Arkansas common points.

975. Unjust discrimination is alleged against Indianapolis in the application of class rates to points in Louisiana as compared with rates contemporaneously applied from Cincinnati and Louisville to same destinations. The Commission is of the opinion that class rates from Indianapolis should not exceed those contemporaneously charged from Cincinnati to points in Louisiana.

976. The matters involved herein will be held in abeyance until June 28, 1909, for the purpose of permitting carriers to check in the rates and file tariffs in conformance with the views expressed. If by that date the carriers have not filed tariffs containing the changes suggested, the Commission will then make such order as may appear necessary in the premises.

Indianapolis Freight Bureau v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company. (16 I. C. C. Rep., 276.)

977. Complainant alleges unjust discrimination against Indianapolis and undue preference in favor of St. Louis in the application of class and commodity rates to points in Wisconsin, Minnesota, and Michigan, particularly St. Paul and Winona, Minn.; *Held*, That an order as prayed for in relation to the class rates from Indianapolis to St. Paul and Winona is not warranted in view of the peculiar conditions under which traffic is handled and rates constructed from Indianapolis and the competing cities of St. Louis and Chicago to St. Paul and Winona territory. Chicago not only has the advantage of more intense railroad competition, but is a much shorter distance and enjoys natural advantages of location over Indianapolis in reaching St. Paul and Winona. Likewise St. Louis, while but little nearer than Indianapolis by short line, reaches St. Paul and Winona by direct routes, which must compete not only with each other, but also with boat lines plying on the Mississippi River.

978. While the class rates from Indianapolis to St. Paul are approximately 30 per cent in excess of those from St. Louis, on many commodities the disparities between the rates from these respective points of origin are much greater. These greater disparities as between commodity rates from these two points of origin are not warranted, and the Commission is of the opinion that the same should not be greater ordinarily than those appearing in the class rates to St. Paul and group points, and also to Winona and group territory from Indianapolis and St. Louis, respectively. The case is retained with the expectation that the carriers will promptly readjust commodity rates in accordance with this suggestion.

Kaye & Carter Lumber Company v. Minnesota & International Railway Company. (16 I. C. C. Rep., 285.)

979. A carload rate and a minimum weight for a car of definite dimensions when lawfully published in the tariffs of a carrier constitute an open offer to the shipping public to move their merchandise on those terms; and it would be wholly unsound in principle to permit the carrier to impose additional transportation charges on the shipper who ordered a car of a capacity, length, or dimension specified in its tariffs simply because it is not provided with cars of the dimensions ordered.

980. The obligation to carry the merchandise of shippers on the basis of the published rates and minimum weights, and to use whatever cars are available for that purpose, ought to have been covered in the published tariffs of the defendants by proper rule to that effect; and their tariffs were unreasonable and unlawful in not containing such a provision at the time these shipments were made. Reparation awarded.

American Beet Sugar Company *v.* Chicago, Rock Island & Pacific Railway Company. (16 I. C. C. Rep., 288.)

981. Charges exacted on a carload of beet sugar shipped in May, 1908, from Las Animas, Colo., to Romero, Tex., found unreasonable and reparation awarded.

M. A. Hanna Coal Company *v.* Northern Pacific Railway Company. (16 I. C. C. Rep., 289.)

982. Reparation awarded on account of imposition of unreasonable freight charges on 5 carloads of coal shipped from Superior, Wis., to destinations in North and South Dakota, because of carrier's failure to supply cars of the capacity ordered by complainant.

Newark Machine Company *v.* Pittsburg, Cincinnati, Chicago & St. Louis Railway Company. (16 I. C. C. Rep., 291.)

983 Defendants' export commodity rate and minimum weight on clover hullers from Newark, Ohio, to Baltimore, Md., found to be unreasonable when applied to consignments on which the charges would be less if assessed at the higher domestic rate and lower minimum weight. Under the special circumstances of the case no order fixing a rate for the future entered, but reparation awarded for excessive amounts collected on the shipments in question.

J. H. Allen & Company *v.* Chicago, Milwaukee & St. Paul Railway Company. (16 I. C. C. Rep., 293.)

984. Defendant's local class rates from St. Paul, Minn., to Missouri River plus its local class rates from Missouri River to Lemmon, S. Dak., and Hettinger, N. Dak., on through shipments from St. Paul to Lemmon and Hettinger were excessive and should not have exceeded the through rates subsequently established. Reparation awarded.

Bluff City Oil Company *v.* St. Louis, Iron Mountain & Southern Railway Company. (16 I. C. C. Rep., 296.)

985. For reasons given in the report, reparation is awarded complainant for unreasonable charges on 2 carloads of cotton seed shipped from Kilbourne, La., to Pine Bluff, Ark., on the basis of a subsequent lower rate voluntarily established.

Joseph A. Goddard Company *v.* Cleveland, Cincinnati, Chicago & St. Louis Railway Company. (16 I. C. C. Rep., 298.)

986. Reparation awarded complainant for unreasonable rates charged on less-than-carload shipments of metallic cartridges and loaded paper shells from Kings Mills, Ohio, to Muncie, Ind., because of typographical error in tariff sheet, which has subsequently been corrected.

In the Matter of Through Passenger Routes via Portland, Oreg. (16 I. C. C. Rep., 300.)

987. The Northern Pacific Railway Company, the Union Pacific Lines, and the Chicago & Northwestern Railway Company ordered to join in the sale of through passenger tickets between Seattle and other points in the northwest and eastern destinations, via Portland, Oreg., and to accord through facilities, like the checking of baggage, over this route.

Stone-Ordean-Wells Company *v.* Northern Pacific Railway Company. (16 I. C. C. Rep., 313.)

988. Defendants' rates for the transportation of dried fruit in boxes from Fresno, Cal., to Bozeman and Billings, Mont., of \$1.32 and \$1.37½ per 100 pounds, respectively, found unreasonable, and \$1.10 per 100 pounds prescribed as a reasonable rate for the future. Reparation awarded.

New Albany Box & Basket Company *v.* Illinois Central Railroad Company. (16 I. C. C. Rep., 315.)

989. Through a confusion in defendant's tariffs there were three conflicting rates on lumber and logs purporting to be in effect at the same time from Dyersburg and other stations in Tennessee, to Louisville, Ky.;

Held, That the first established rate of 12 cents was the legal rate, but it was unreasonable and ought not to have exceeded the 8½-cent schedule that was subsequently issued. Reparation awarded to complainant in the difference between the 10-cent rate applied on certain shipments and the 8½-cent rate.

990. A rate once lawfully published continues to be the lawful rate until it has been lawfully canceled. A subsequent tariff naming other rates without canceling the previous rates can not carry the new rates into lawful effect; and the silence of a subsequent tariff can not be accepted as a lawful cancellation of rates previously established.

Henry M. Gilchrist *v.* Lake Erie & Western Railroad Company. (16 I. C. C. Rep., 318.)

991. Defendants' joint through rate of 74 cents per 100 pounds on a shipment of oil-well supplies and pipe from Fishers, Ind., to Bartlesville, Okla., was an unreasonable rate and should not have exceeded the combination of local rates of 58½ cents per 100 pounds, which last-named rate is found reasonable for the future between the points in question. Reparation awarded on that basis.

American Agricultural Chemical Company *v.* Erie Railroad Company. (16 I. C. C. Rep., 320.)

992. The rates of \$3.23 and \$3.02 per gross ton on imported iron pyrites in carloads from points in New York Harbor to Linndale and Cleveland, Ohio, respectively, were during the time they were in effect unreasonable and unjust, and should not have exceeded \$2.56 per gross ton. Reparation awarded. *Detroit Chemical Works case*, 13 I. C. C. Rep., 363, cited.

Chicago Lumber & Coal Company *v.* Tioga Southeastern Railway Company. (16 I. C. C. Rep., 323.)

993. Complainants manufacture yellow-pine lumber in Arkansas and northern Louisiana and ship it over defendants' line to markets in Central Freight Association territory. By simultaneous action the defendants established rates of 16 cents per 100 pounds to Cairo from the entire producing territory, resulting in an advance of 2 cents per 100 pounds on lumber originating in complainants' territory, but in other portions of the producing territory the rates remained stationary and there were material reductions in some quarters. Complainants attacked the advance as unreasonable and discriminatory; *Held*, That the rates were not unreasonable *per se* and, under all the circumstances appearing, there is no reason for interfering with the present adjustment.

994. The fact that the advance was the result of conference and understanding between the carriers is entitled to be duly considered in connection with other circumstances and conditions bearing upon the reasonableness of the rates under consideration, but this fact of itself does not of necessity establish the unreasonableness of such rates.

995. Each case must be decided upon its own merits, and the decision in another case against other carriers operating in a different territory under essentially dissimilar circumstances and conditions affords no controlling precedent for the decision of this case.

996. Substantial dissimilarity in transportation conditions found to exist in the producing territories east and west of the Mississippi River.

997. Where competitive conditions among shippers are the leading considerations that induce a complaint, the Commission in determining the reasonableness of rates must have due regard to transportation conditions and the rights of the carriers as well as the interests of shippers.

998. The movement of traffic is encouraged and increased when carriers adjust their charges to meet mercantile interests, but they are not obliged in adjusting their charges to equalize the value of commodities in their final distribution.

999. A carrier is not guilty of discrimination because it does not afford as favorable rates as others serving a different territory, though the products carried by each are brought to the same market.

1000. The law does not deal with carriers collectively as a single unit or system, but its commands are directed to each with respect to the service which it is required to perform.
1001. The decision of the Commission must be based upon broad principles of justice, keeping in view the welfare of the public as well as the interests of carriers and shippers in the entire territory involved, and under the facts and circumstances of this case it should not be limited to those interests located in a restricted part of the producing territory.
1002. Blanket or group rates in many cases, especially with reference to particular commodities are of great advantage to the public without serious injustice to any interest, though there is of necessity more or less disregard of distance and varying degrees of inequality.
- Winn Parish Lumber Company *v.* Arkansas Southern Railway Company. (16 I. C. C. Rep., 335.)
1003. For reasons stated in the *Chicago Lumber & Coal Company case*, *supra*, the complaints in these cases are dismissed.
- Keystone Coal Company *v.* Illinois Central Railroad Company. (16 I. C. C. Rep., 236.)
1004. For reasons stated in the *Chicago Lumber & Coal Company case*, *supra*, that part of this complaint involving shipments originating in Louisiana west of the Mississippi River is dismissed, but that part respecting shipments east of that river is retained upon the docket for further proof.
- Merriam & Holmquist *v.* Union Pacific Railroad Company. (16 I. C. C. Rep., 337.)
1005. Reparation awarded because of undue discrimination in favor of complainant's competitors in elevator allowances made by defendant at Omaha and Council Bluffs.
- Wells-Higman Company *v.* Grand Rapids & Indiana Railway Company. (16 I. C. C. Rep., 339.)
1006. Defendants' rate applicable to the transportation of grape baskets from Traverse City, Mich., to Montrose, Iowa, found unjust and unreasonable to the extent that it exceeds the combination of locals between the same points. Reparation awarded.
- Newton Gum Company *v.* Chicago, Burlington & Quincy Railroad Company. (16 I. C. C. Rep., 341.)
1007. Tariffs are to be construed according to their language. The intention of the framers and the practice of the carriers do not control.
1008. Commodity rates of Transcontinental Freight Bureau tariffs are not to be construed as governed by Western Classification in absence of tariff provisions to that effect.
1009. On complaint alleging improper assessment of charges on shipments of show cases from Quincy, Ill., to San Francisco, Cal.; *Held*, That show cases are entitled to the commodity rate on furniture under transcontinental tariff in effect at the time of shipment. Reparation awarded.
- Albert Trostel & Sons *v.* Minneapolis, St. Paul & Sault Ste. Marie Railway Company. (16 I. C. C. Rep., 348.)
1010. Reparation awarded for unreasonable charges collected on a shipment of tan bark from Trenary, Mich., to Milwaukee, Wis.
- Windsor Milling & Elevator Company *v.* Colorado & Southern Railway Company. (16 I. C. C. Rep., 349.)
1011. Reparation awarded for collection of unreasonable charges on shipments of flour from Windsor, Colo., to Eunice and Opelousas, La.
- E. I. Du Pont de Nemours Powder Company *v.* New York, New Haven & Hartford Railroad Company. (16 I. C. C. Rep., 351.)
1012. Rate of 69 cents per 100 pounds on safety fuse in carloads from Avon, Conn., to Pleasant Prairie, Wis., found to be unreasonable to the extent that it exceeded 44 cents per 100 pounds. Reparation awarded.

Pepperell Manufacturing Company v. Texas Southern Railway Company. (16 I. C. C. Rep., 353.)

1013. Class rate of \$1.37 per 100 pounds on cotton from Marshall, Tex., to East St. Louis, Ill., as a part of through rate to Biddeford, Me., found to be unreasonable to the extent that it exceeded 60 cents per 100 pounds. Reparation awarded.

Snook & Janes v. Atchison, Topeka & Santa Fe Railway Company. (16 I. C. C. Rep., 356.)

1014. Rate on fence posts from Amarillo, Tex., to St. Vrain, N. Mex., of 34 cents per 100 pounds found unreasonable, and the subsequently established rate of 16 cents per 100 pounds prescribed for the future. Reparation awarded on that basis against defendant lines west of Amarillo.

Scully Steel & Iron Company v. Lake Shore & Michigan Southern Railway Company. (16 I. C. C. Rep., 358.)

1015. Reparation in the sum of \$38.59, with interest, awarded for unreasonable charges exacted for the transportation of one carload of steel from Buffalo, N. Y., to Watertown, Wis.

Hutchinson-McCandlish Coal Company v. Baltimore & Ohio Railroad Company. (16 I. C. C. Rep., 360.)

1016. Exaction of demurrage charges upon certain shipments of complainant's coal detained at St. George, Staten Island, N. Y., during February, 1908, found not to have been unreasonable.

A. L. Thomas v. Chicago, Milwaukee & St. Paul Railway Company. (16 I. C. C. Rep., 364.)

1017. Rate of 21 cents per 100 pounds for transportation of potatoes, in carloads, from Pound, Wausaukee, and Beaver, Wis., to Painesdale, Mich., found unreasonable to the extent that it exceeded 15 cents per 100 pounds, the rate in force prior to October 12 and subsequent to November 10, 1908. Reparation awarded.

Stock Yards Cotton & Linseed Meal Company v. Chicago, Milwaukee & St. Paul Railway Company. (16 I. C. C. Rep., 366.)

1018. Upon complaint based upon the exaction by defendants of a through rate of 33½ cents per 100 pounds upon oil meal in carloads from Minneapolis, Minn., to Milo, Mo., while the combination of local rates based upon Kansas City amounted to only 18 cents; *Held*, That the higher through rate is unreasonable to the extent that it exceeds 18 cents per 100 pounds. Reparation awarded.

Ottumwa Pickle Company v. Chicago, Milwaukee & St. Paul Railway Company. (16 I. C. C. Rep., 368.)

1019. Reparation awarded complainant on shipment of one carload of pickles from Ottumwa, Iowa, to Kansas City, Mo.

Northern Coal & Coke Company v. Colorado & Southern Railway Company. (16 I. C. C. Rep., 369.)

1020. Defendants ordered to establish through routes and joint rates on lignite coal from Louisville, Colo., via Denver, to points reached by the Chicago, Rock Island & Pacific Railway in Kansas, Nebraska, Missouri, Iowa, and Oklahoma.

D. E. Wood Butter Company v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company. (16 I. C. C. Rep., 374.)

1021. Under the circumstances in this case complainant was properly assessed the joint through rate on its shipments of butter from Wellington, Ohio, to Evansville, Wis., rather than the sum of the locals based on Chicago. Complaint dismissed.

Edward G. Davies v. Illinois Central Railroad Company. (16 I. C. C. Rep., 376.)

1022. The defendant's tariff provided estimated weights for cabbages when shipped in so-called standard crates theretofore in use in the cabbage traffic, but it appears that during the spring of 1908 shipments from Louisiana and Mississippi points to Chicago were made in

crates of other dimensions; *Held*, Upon the special facts shown of record, that the complainant is liable for, and the defendant may lawfully collect, freight charges at the published rate per 100 pounds on the actual weight of such shipments as were received by the complainant during the period in question, estimated, as was done, by weighing a number of crates in each shipment and thus ascertaining the average weight per crate. Defendant criticised for not having revised its tariffs to conform to the changed conditions.

Roper Lumber-Cedar Company v. Chicago & North Western Railway Company. (16 I. C. C. Rep., 382.)

1023. Upon all the circumstances disclosed by the record; *Held*, That the requirement which resulted in exaction by defendant of combinations of local rates upon shipments of lumber, shingles, posts, and poles concentrated by complainant at Menominee, Mich., and Marinette, Wis., was unreasonable and resulted in excessive charges, for which complainant is entitled to reparation.

Blodgett Milling Company v. Chicago, Milwaukee & St. Paul Railway Company. (16 I. C. C. Rep., 384.)

1024. Rate on buckwheat from Cattaraugus, N. Y., to Janesville, Wis., found unreasonable to the extent that it exceeded the combination of locals. Reparation awarded.

Marshall & Michel Grain Company v. St. Louis & San Francisco Railroad Company. (16 I. C. C. Rep., 385.)

1025. Reparation awarded for misrouting.

Cedar Hill Coal & Coke Company v. Colorado & Southern Railway Company. (16 I. C. C. Rep., 387.)

1026. Complainants contend that the blanket rates exacted by defendants for the transportation of coal from the Walsenburg fields, in southern Colorado, to points in Kansas, Nebraska, Oklahoma, Texas, and New Mexico, are unreasonable because they cover groups of points too widely separated, and because they are excessive when compared with rates on coal from points in Kansas, Iowa, Missouri, Wyoming, Illinois, Oklahoma, and Arkansas to consuming markets; but upon consideration of the record and the circumstances and conditions affecting the coal rates from the Walsenburg district, these rates are not found to be unreasonable or unjust, and the complaints must be dismissed.

1027. The chief reliance for relief in these cases is based upon comparisons of the per-ton-per-mile revenue derived by the carriers from the transportation of coal from the Walsenburg district to the various markets of consumption with the revenue per ton per mile from other coal-producing fields; but the rate-per-ton-per-mile rule excludes consideration of other circumstances and conditions which enter into the making of rates, and can not be accepted as controlling in determining the reasonableness of rates. *Gustin v. A., T. & S. F. Ry. Co.* 8 I. C. C. Rep., 277, cited and approved.

1028. Complainants' contentions that defendants' reconsignment rule be superseded by a rule eliminating the seventy-two-hour time limit and permitting the reconsignment of coal at any time upon the payment of a uniform charge, plus demurrage, is without merit. The Commission has always regarded reconsignment as a privilege, not a right to be demanded by shippers, and has consistently refused to extend the same except to correct unjust discrimination.

United States v. Adams Express Company. (16 I. C. C. Rep., 394.)

1029. Defendants transported for complainant three shipments of merchandise from Washington, D. C., to Bremerton, Wash., charging therefor through rates in excess of the sums of the locals. Reparation awarded.

G. Heileman Brewing Company v. Chicago, Milwaukee & St. Paul Railway Company. (16 I. C. C. Rep., 396.)

1030. Defendant's rate of 19.3 cents per 100 pounds for the transportation of beer in carloads from La Crosse, Wis., to Glencoe, Minn., was unreasonable to the extent that it exceeded defendant's rate of

15 cents per 100 pounds, applied under substantially similar circumstances and conditions, on movements of the same commodity from La Crosse to Granite Falls, Minn., a point beyond. Reparation awarded.

Roper Lumber-Cedar Company v. Chicago & North Western Railway Company. (16 I. C. C. Rep., 397.)

1031. Complainant discovering at the hearing that it did not have the expense bills or any other memoranda as to shipments made or moneys paid, moved to dismiss the complaints in these cases. Ordered accordingly.

Barrett Manufacturing Company v. Graham & Morton Transportation Company. (16 I. C. C. Rep., 399.)

1032. Reparation awarded on shipment of building paper from St. Joseph, Mich., to Wausau, Wis., because the sixth class rate, higher than the combination of local rates, was charged after such class rate had been canceled.

Empire Oil Works v. Chicago, Milwaukee & St. Paul Railway Company. (16 I. C. C. Rep., 401.)

1033. Defendants' rate for the transportation of gasoline in carloads from Reno, Pa., to Milton Junction, Wis., found unreasonable to the extent that it exceeded the combination of local rates between the same points. Reparation awarded.

Cedar Hill Coal & Coke Company v. Atchison, Topeka & Santa Fe Railway Company. (16 I. C. C. Rep., 402.)

1034. Defendants ordered to cease and desist from according to coal originating upon the Colorado & Southeastern Railway and transported to points upon the Santa Fe a lower rate than is given to the coal of the complainants from their mines at Ludlow, Colo.

Association of Union Made Garment Manufacturers of America v. Chicago & North Western Railway Company. (16 I. C. C. Rep., 405.)

1035. The garments manufactured by the members of the complainant association, such as overalls, jackets, shirts of low grades, and play suits for children, made of coarse, heavy cotton cloth, are classified in the Official, Western, and Southern Classification as first class, and the purpose of this proceeding is to obtain a reduction in that rating; but upon the facts disclosed by the record the contention is not sustained and the complaint is dismissed.

Edward L. Kurtz v. Pennsylvania Company. (16 I. C. C. Rep., 410.)

1036. Complainant, desiring to travel from New Castle, Pa., to New York City via the Pennsylvania Company to Pittsburg and the Pennsylvania Railroad from Pittsburg, presented a local ticket from New Castle to Pittsburg and a mileage book from Pittsburg to New York for the purpose of securing his berth in a Pullman car; but the agent refused to grant him the Pullman accommodations upon the ground that his regulation prohibited him from selling such accommodations except upon a through ticket, which in this case was greater than the combination of locals; *Held*, That under its tariff the Pullman Company should have declined, as it did, to sell the through berth to the complainant.

1037. While these defendants are within their rights in maintaining their regulation in force in this case, such conditions as the one here developed can not be permanently permitted, as it is the almost invariable rule of this Commission that the through charge must not exceed the combination of locals.

James Philip v. Chicago, Milwaukee & St. Paul Railway Company. (16 I. C. C. Rep., 418.)

1038. The through charges exacted on complainant's shipments of range cattle from Midland, Tex., to Kennebec, S. Dak., under the conditions obtaining at the time, were excessive to the extent of 9½ cents per 100 pounds, and as the excess was collected by the principal defendant for its portion of the transportation, reparation is awarded against that carrier.

William K. Noble *v.* Chicago, Milwaukee & St. Paul Railway Company. (16 I. C. C. Rep., 420.)

1039. Reparation awarded for excessive charges collected on a shipment of coiled elm hoops from Cardington, Ohio, to Green Bay, Wis.

Lee-Warren Milling Company *v.* Chicago, Rock Island & Pacific Railway Company. (16 I. C. C. Rep., 422.)

1040. Rate on bran from Salina, Kans., to Hugo, Okla., found unjust and unreasonable to the extent that it exceeds the combination of locals. Reparation awarded.

J. G. Rogers *v.* Oregon Railroad & Navigation Company. (16 I. C. C. Rep., 424.)

1041. Defendants' rate of \$1.11 per 100 pounds for the transportation of one carload of household goods from Spokane, Wash., to Medford, Oreg., found on the record in the case not to be unreasonable or unlawful.

W. J. Guthrie *v.* Chicago, Rock Island & Pacific Railway Company. (16 I. C. C. Rep., 425.)

1042. Complaint attacking legality of rate assessed on a shipment of household goods from El Reno, Okla., to Cabin Creek, Ark., dismissed because of failure of complainant to appear at hearing.

Swift & Company *v.* Chicago & Alton Railroad Company. (16 I. C. C. Rep., 426.)

1043. Tariff rule fixing 15,000 pounds as the minimum carload of dairy products, poultry, fresh meats, etc., for which carrier will furnish icing at its expense found not to be unreasonable.

Hewitt & Connor *v.* Chicago & North Western Railway Company. (16 I. C. C. Rep., 431.)

1044. Charges upon a mixed carload of grain found unreasonable. Reparation awarded.

Sunderland Brothers Company *v.* Chicago & North Western Railway Company. (16 I. C. C. Rep., 433.)

1045. Reparation awarded for exaction of unreasonable charges on one carload of rock salt shipped from Lyons, Kans., to Lusk, Wyo.

Darbyshire & Evans *v.* El Paso & Southwestern Railroad Company. (16 I. C. C. Rep., 435.)

1046. Rates for the transportation of alfalfa hay in carloads from Deming, N. Mex., to Bisbee, Ariz., and from El Paso, Tex., to Douglas and Bisbee, Ariz., found unreasonable. Reparation awarded.

Interstate Remedy Company *v.* American Express Company. (16 I. C. C. Rep., 436.)

1047. The date of original shipment determines the rights, privileges, and obligations attaching to that shipment throughout its transportation.

1048. Prior to May 20, 1908, defendant's tariffs provided certain charges for the return shipment of C. O. D. packages of medicine; effective May 20, 1908, these tariff provisions were canceled and provision made for the assessment of regular merchandise rates on such traffic; *Held*, That as to shipments moving prior to May 20, 1908, and returning subsequent thereto, the tariff provisions in effect prior to that date govern the assessment of charges.

Mineral Point Zinc Company *v.* Wabash Railroad Company. (16 I. C. C. Rep., 440.)

1049. Defendants' class rate for the transportation of 2 carloads of sulphuric acid from Howe, Ill., to Aetna, Ind., found unreasonable and reparation awarded.

Lindsay Brothers *v.* Grand Rapids & Indiana Railway Company. (16 I. C. C. Rep., 441.)

1050. Defendants' through rates for the transportation of boilers (under 10 feet in length) and parts from Kalamazoo, Mich., to Blue Mounds and Mount Horeb, Wis., found unreasonable to the extent that they exceeded the combination of local rates. Reparation awarded.

Swift & Company *v.* Texas & Pacific Railway Company. (16 I. C. C. Rep., 442.)

1051. Defendants' combination rates for the transportation of fresh meat and packing-house products from Fort Worth, Tex., to Rocky Mount, N. C., found unreasonable and reparation awarded.

Iowa Soap Company *v.* Chicago, Burlington & Quincy Railroad Company. (16 I. C. C. Rep., 444.)

1052. Defendants ordered to cease and desist from charging for the transportation of complainant's Pin Yon soap, in less-than-carload quantities, in boxes or in barrels, rates in excess of fourth class in Western Classification territory.

Smith Manufacturing Company *v.* Chicago, Milwaukee & Gary Railway Company. (16 I. C. C. Rep., 447.)

1053. Defendants' through rates for the transportation of manure spreaders in carloads from De Kalb, Ill., to Olivia and Hutchinson, Minn., found unreasonable to the extent that they exceeded the sum of the locals. Reparation awarded.

Humbird Lumber Company, Limited, *v.* Northern Pacific Railway Company. (16 I. C. C. Rep., 449.)

1054. Reparation awarded for unreasonable charges collected on shipments of cedar posts and lumber from points in Idaho to points in Wyoming.

Sunderland Brothers Company *v.* Pere Marquette Railroad Company. (16 I. C. C. Rep., 450.)

1055. Rates assessed on shipments of soft coal from Wellston, Ohio, to Manitowoc, Wis., for points beyond, found unreasonable. Reparation awarded.

Grand Junction Mining & Fuel Company *v.* Colorado Midland Railway Company. (16 I. C. C. Rep., 452.)

1056. Complainants seek lower rates and joint through rates on coal from their mines in western Colorado to various points in western states, and comparison is made with rates per ton mile from other coal-producing points, the particular point selected being upon the Union Pacific system in Wyoming; *Held*, That operating conditions and differences in location do not warrant the Commission's ordering the joint through rates prayed for or further reducing the rates complained of and which have been materially reduced by the carriers since these complaints were filed.

California Commercial Association *v.* Wells Fargo & Company. (16 I. C. C. Rep., 458.)

1057. Defendant's tariff provides that under certain circumstances two or more packages forwarded by one company, from the same point, on the same day, to one consignee, whether from one or more shippers, must be aggregated as to weights if a lower charge is thereby made. Upon complaint that this rule was not applied to certain shipments to which it should have been applied; *Held*, That the rule should have been applied to those shipments, and that charges collected thereon in excess of what would have been the charges if the rule had been applied were in excess of the lawful tariff charges and should be refunded.

Pacific Coast Lumber Manufacturers' Association *v.* Northern Pacific Railway Company. (16 I. C. C. Rep., 465.)

1058. Complainants' petitions for rehearings, and for vacation and modification of the prior orders of the Commission in these cases, denied.

Carstens Packing Company *v.* Chicago, Milwaukee & St. Paul Railway Company. (16 I. C. C. Rep., 469.)

1059. Rate assessed on a tanning outfit from Milwaukee, Wis., to Tacoma, Wash., found unreasonable. Reparation awarded.

Wesley J. Gaines *v.* Seaboard Air Line Railway. (16 I. C. C. Rep., 471.)

1060. Certain bishops of the African Methodist Episcopal Church alleged that the day coaches furnished for colored passengers in the southeastern states are not equal to those provided for white people; that negroes are denied sleeping-car accommodations, and are refused food in the dining cars solely on account of their race and color. The complaint with respect to the day coaches was abandoned in view of the great weight of the evidence to the contrary, and with respect to eating accommodations was materially modified by concession; most of the complainants and their witnesses testified that they do ride upon the sleeping cars; *Held*, That undue discrimination or prejudice has not been shown and that the complaint should be dismissed.

Thomas Carlin's Sons Company *v.* Baltimore & Ohio Railroad Company. (16 I. C. C. Rep., 477.)

1061. Reparation awarded on shipment of machinery from Allegheny, Pa., to Victoria Mines, Ontario, Canada, because through rate greater than combination of locals was charged.

Ames Brooks Company *v.* Rutland Railroad Company. (16 I. C. C. Rep., 479.)

1062. A tariff fixing a rate on ex-lake grain for export from Ogdensburg, N. Y., to Boston, Mass., having been legally established, it was the duty of the defendants to apply the rate so published and in effect upon a shipment made by complainant between those points; and if, as claimed by complainant, a contract was made with defendants for a lower charge upon that shipment, such contract was not binding, and its violation furnishes no ground for redress under the act to regulate commerce.

P. P. Williams Company *v.* Vicksburg, Shreveport & Pacific Railway Company. (16 I. C. C. Rep., 482.)

Complainant attacked the rate adjustment from Mississippi River crossings to Texas common points, and asked for lower rates from Vicksburg, Miss., to certain points in northeast Texas. It appears that Vicksburg has the same rates to Texas common points as New Orleans and somewhat lower rates than Memphis, which city intervenes and asks still lower rates for itself; *Held*:

1063. That to grant any part of the contentions of complainant or interveners would be to disrupt the grouping of Texas common points, or to rearrange the whole fabric of rates from the Mississippi River.

1064. That differentials diminish with increasing distance and vanish when the mileage on which they are based becomes inconsiderable in proportion to the total mileage from basing point to destination.

1065. That the evidence was not sufficient either in character or in amount to justify the order prayed for. Complaint dismissed.

Racine-Sattley Company *v.* Chicago, Milwaukee & St. Paul Railway Company. (16 I. C. C. Rep., 488.)

1066. Reparation awarded complainant because of excess weight charged on shipment of wagons, where 2 cars of smaller size but of larger aggregate minimum weight were furnished instead of one car of smaller minimum weight ordered, which would have held the wagons.

B. F. Tyler Commission Company *v.* Chicago, Milwaukee & St. Paul Railway Company. (16 I. C. C. Rep., 490.)

1067. Class rate charged by principal defendant for the transportation of complainant's carload of baled hay originating at Batesville, Kans., from Kansas City, Mo., to Clinton, Ohio, found unjust and unreasonable. Reparation awarded on basis of reestablished lower commodity proportional rate.

William A. Reddick v. Michigan Central Railroad Company. (16 I. C. C. Rep., 492.)

1068. Defendant offered to maintain a rate of 17 cents per 100 pounds for the transportation of mole traps, L. C. L., in crates, from Niles, Mich., to Chicago, Ill.

Bartling Grain Company v. Missouri Pacific Railway Company. (16 I. C. C. Rep., 494.)

1069. Defendant ordered to establish no higher rates for the transportation of corn and wheat in carloads from Talmage and Brock, Nebr., to St. Louis, Mo., than are contemporaneously maintained to the same point from Paul and Julian, Nebr.

William F. Brey, as chairman of a committee of The Commercial Exchange of Philadelphia v. Pennsylvania Railroad Company. (16 I. C. C. Rep., 497.)

1070. Complainant alleges unlawful discrimination against Philadelphia in favor of New York in the matter of free time for the unloading of flour; *Held*, That while there might be circumstances from a transportation standpoint that would justify the difference in time, no opinion is expressed upon this point, but the decision rests upon the ground of the competition of carriers at New York, and competition exists at New York which does not exist in Philadelphia, and such competition justifies a longer free time at the former city.

1071. Complainant contends that such discrimination ought not to exist, because the Philadelphia roads have the right to extend the free delivery time in Philadelphia to equal that at New York; *Held*, That if defendants voluntarily extend the time at Philadelphia they must treat alike all points similarly situated, and there might arise a duty to extend the benefit to every other noncompetitive point.

Otis Elevator Company v. Chicago Great Western Railway Company. (16 I. C. C. Rep., 502.)

1072. Reparation awarded for overcharges exacted on shipments of elevator guides from Chicago, Ill., to Portland, Oreg.

Great Western Oil Company v. Atchison, Topeka & Santa Fe Railway Company. (16 I. C. C. Rep., 505.)

1073. Higher classification of and minimum charges upon empty oil barrels from points in New Mexico to El Paso, Tex., than from same points to Albuquerque found to be unreasonable. Reparation awarded.

Delray Salt Company v. Chicago, St. Paul, Minneapolis & Omaha Railway. (16 I. C. C. Rep., 507.)

1074. The complaint was against the cancellation of through routes and joint rates on salt from Washburn, Wis., to points westward on defendants' lines via Minnesota Transfer, and increase caused by the application of the separately established rates. Restoration of the through routes and joint rates was asked for; *Held*, That there is a reasonable through route in existence and that the increase in the rates is unreasonable and discriminatory.

Hitchman Coal & Coke Company v. Baltimore & Ohio Railroad Company. (16 I. C. C. Rep., 512.)

1075. Coal mines in Ohio, West Virginia, and Pennsylvania are, for rate-making purposes, arranged in groups. The Ohio River is, and for a long time has been, the boundary line between certain of these groups lying east and west thereof. Complainant's mine is on the east bank of the Ohio River. The rates for transportation of its product are higher to points west of the Ohio River than from the mines on the west bank of that river, and are lower to points east of the Ohio River than from the mines on the west bank of the river.

1076. The custom has been somewhat general in years gone by for carriers to accord to each other preferential rates lower than were charged for the same service to the shipping public. There is, however, no warrant in the common law for the theory that a carrier as a

shipper over the lines of another carrier may enjoy or be given a preferred status. There is no intimation in the act to regulate commerce that a carrier as a shipper has or may be given a status that is different from or more advantageous than that given to all other shippers. The practice can not be upheld without removing the very corner stone of the act, which seeks to abolish and prevent unjust and undue discrimination and preference. The Commission adheres to the view that it is the law that a carrier as a shipper over the lines of another carrier may not lawfully be given any preference in the application of tariff rates on interstate shipments; in other words, that one carrier shipping its fuel, material, or other supplies over the lines of another carrier must pay the legal tariff rates applicable to the same commodities shipped between the same points by an individual. If carriers insist upon making or maintaining such preferential rates, they may confidently expect that such voluntary action on their part will be accepted and taken as evidence of the unreasonableness of higher rates which they may undertake to enforce against other shippers.

1077. Complainant alleges that this arrangement is unreasonable and unjust to it, and prays that it be included in the group with the mines on the west side of the river; *Held*, That the conditions are not the same on both sides of the river, and that no showing is made which would warrant compulsory change in the grouping as prayed for, and which would in all probability involve all the rate adjustments from the bituminous coal fields of the states of Ohio, Pennsylvania, and West Virginia. Complaint dismissed.

C. L. Hutcheson & Company v. Central of Georgia Railway Company. (16 I. C. C. Rep., 523.)

1078. The first shipments of canned peaches from a new point of production moved under class rates. The carrier thereafter established commodity rates from that point, which were adjusted with relation to other producing points similarly situated, and which were designed to provide for further movements. Reparation awarded upon the bases of the commodity rates thus established.

Wheeler Lumber, Bridge & Supply Company v. Chicago, Milwaukee & St. Paul Railway Company. (16 I. C. C. Rep., 525.)

1079. The route selected by the initial carrier for complainant's shipment of posts from Wittenberg, Wis., to Whittemore, Iowa, via Milwaukee, was the natural route for the traffic, and the initial carrier exercised due diligence in sending the shipment via that route.

Beekman Lumber Company v. Chicago, Rock Island & Pacific Railway Company. (16 I. C. C. Rep., 528.)

1080. Rates on ties that exceed the rates on lumber of the same character as the ties are unreasonable and excessive. Reparation awarded.

Masurite Explosive Company v. Norfolk & Western Railway Company. (16 I. C. C. Rep., 530.)

1081. Joint through rates asked for on shipments of masurite from Sharon, Pa., to Wilcoe, W. Va., found to be already in effect. Complaint dismissed.

Slimmer & Thomas v. Pennsylvania Company. (16 I. C. C. Rep., 531.)

1082. Complainants ordered cars of certain dimensions for shipments of cattle from South St. Paul, Minn., to Hammond, Ind. The initial carriers supplied cars of larger dimensions, but protected the minimum weights of the sizes ordered. At Hammond the cattle were rebilled to Philadelphia, Pa., on a separately established tariff, and payment of freight charges to Hammond was made to the western lines. The lines east of Hammond declined to protect the minimum weights, as the provisions of their tariffs had not been complied with. Upon complaint asking for reparation; *Held*, That under the circumstances the complaint should be dismissed. *Pacific Purchasing Co. v. C. & N. W. Ry. Co.*, 12 I. C. C. Rep., 549, distinguished.

Commercial Club of Hattiesburg *v.* Alabama Great Southern Railroad Company. (16 I. C. C. Rep., 534.)

1083. This complaint attacks as unreasonable and unjustly discriminatory the general adjustment of rates to and from Hattiesburg, Miss., as compared with rates to and from New Orleans, La.; Mobile, Ala.; Gulfport, Natchez, Vicksburg, Jackson, and Meridian, Miss.

1084. Defendants find no difficulty in defending the grouping of Vicksburg, Natchez, New Orleans, Gulfport, and Mobile, on the ground that the conditions at those places are similar and are dissimilar to those at other neighboring and intermediate points. Just to the west of Vicksburg are Shreveport, Alexandria, and Monroe in a well-established group, which this Commission has recently declined to order dissolution of. Just east in Alabama are other groups, established, maintained, and defended upon the same ground. And Jackson and Meridian are grouped, and that grouping is maintained and defended upon the same reasons and arguments. Of course, carriers may voluntarily do many things which they may not lawfully be compelled to do. Some of these defendants could, if they chose, add Hattiesburg to the Jackson-Meridian group, and the others could meet the competition thus created at Hattiesburg, and all of them could no doubt defend that action as strongly and logically as they now defend the Jackson-Meridian group. The Commission can not, however, find that, as a matter of law, Hattiesburg must be grouped with Jackson and Meridian. However strongly the Commission might feel inclined to relieve the conditions complained of, its actions must be within the provisions of the law and with due and proper regard for the rights of every affected interest.

1085. As the Commission is unable to find discrimination that is unjust and that can be removed by any lawful, effective, and enforceable order, it follows that an order of dismissal without prejudice must be entered.

Wheeler Lumber, Bridge & Supply Company *v.* Southern Pacific Company. (16 I. C. C. Rep., 547.)

1086. Complaint asking reparation on the ground that, although a small car was ordered, one of large capacity was provided to meet the convenience of the principal defendant, dismissed for want of proof to sustain the allegation.

Moise Brothers Company *v.* Chicago, Rock Island & Pacific Railway Company. (16 I. C. C. Rep., 550.)

1087. Complaint alleges that class and commodity rates to Santa Rosa, N. Mex., over defendant railways, from Chicago, Kansas City, St. Louis, and Memphis are unreasonable, both in and of themselves, and when compared with the through rates from the same points of origin to El Paso, Tex.; violation of section 4 of the act also alleged; *Held*, That, under the circumstances disclosed by the record, complainant's contentions are not sustained. *Pecos Mercantile Co. v. A., T. & S. F. Ry. Co.*, 13 I. C. C. Rep., 173 and *Roswell Commercial Club v. A., T. & S. F. Ry. Co.*, 12 *Ib.*, 339, cited and approved.

1088. Defendants having shown that competitive conditions at El Paso compelled lower rates thereto than to Santa Rosa, the burden of proof does not rest upon them to justify their Santa Rosa rates. Having explained and excused violation of section 4, the issue as to the reasonableness of the Santa Rosa rates must take the same course as any other issue involving the reasonableness of rates.

1089. Complainant offered testimony tending to show that the Santa Rosa rates should not exceed defendants' division of the through rates to El Paso, and that they ought not to exceed the Santa Fe rates from the same points of origin to Roswell, N. Mex.; but the circumstances and conditions prevailing at El Paso and Roswell afford no bases for measuring the rates to Santa Rosa.

Sunnyside Coal Mining Company v. Denver & Rio Grande Railroad Company. (16 I. C. C. Rep., 558.)

1090. Complainant shipped from Strong, Colo., a carload of lump coal consigned to its order, notify another party at Milford, Nebr. This shipment arrived at Milford and notice of such arrival was given consignee, who refused the shipment. The consignor was immediately notified of such refusal, and the shipment was re-consigned to Lincoln, Nebr., after the expiration of seventy-two hours.

1091. The Commission is not convinced that defendants are subject to a penalty in this case for failure to notify consignor of refusal of the shipment at destination by consignee in time to admit of the reconsignment to a new destination before the expiration of seventy-two hours after the completion of the transportation service contemplated under the original contract of shipment. Nor does the fact that defendants have since voluntarily canceled the limitation period to meet a commercial condition afford a just basis for reparation on past shipments. The Commission does not feel justified in initiating or extending the application of re-consignment privileges unless deemed necessary to correct unjust discrimination. Reparation denied.

Cedar Hill Coal & Coke Company v. Colorado & Southern Railway Company. (16 I. C. C. Rep., 560.)

1092. Complainant shipped 2 carloads of coal from Rugby, Colo., to Iuka, Kans., consigned to its order, but on arrival at Iuka these shipments were refused by consignee, and, after being held there 30 days, were reshipped by order of complainant back to Preston, Kans., for which latter transportation the local rate was charged.

1093. There is no warrant for the application of charges upon any other basis than as made up of the combination of local rates from Rugby to Iuka and Iuka to Preston. Complaint dismissed.

Winters Metallic Paint Company v. Chicago, Milwaukee & St. Paul Railway Company. (16 I. C. C. Rep., 562.)

1094. Complainant awarded reparation on its shipments of ground iron ore from Iron Ridge, Wis., to Michigan City, Ind., and Louisville, Ky., based upon the lower rates now in effect.

Albert Preston v. Chesapeake & Ohio Railway Company. (16 I. C. C. Rep., 565.)

1095. The higher charge in this case resulted directly from the routing specified by the shipper, for which the defendant was in no way responsible, and therefore the complaint asking for reparation on account of misrouting will be dismissed.

Link-Belt Company v. Chicago & North Western Railway Company. (16 I. C. C. Rep., 566.)

1096. Under the circumstances of this case the application of the machinery rate to complainant's shipments of parts of a dredging machine was authorized by the tariffs of defendants. Complaint dismissed.

Hill & Webb v. Missouri, Kansas & Texas Railway Company. (16 I. C. C. Rep., 569.)

1097. Reparation awarded on account of misrouted shipment.

Crane Brothers v. Cincinnati, Hamilton & Dayton Railway Company. (16 I. C. C. Rep., 571.)

1098. Reparation awarded for unreasonable charges exacted on 3 carloads of manure shipped from Chicago, Ill., to Toledo, Ohio.

Fort Dodge Commercial Club, of Fort Dodge, Iowa, v. Illinois Central Railroad Company. (16 I. C. C. Rep., 572.)

1099. Defendants' rates for the transportation of coal and coke and of various commodities named in the complaints from Chicago, Ill., and other points, to Fort Dodge, Iowa, are not found, under the circumstances disclosed by the record, to be unjust and unreasonable relatively as compared with rates from the same points of origin to Des Moines, Iowa, and Albert Lea, Minn.; neither is Fort Dodge unjustly discriminated against by reason of the rate adjustment in question.

Alphons Custodis Chimney Construction Company *v.* Southern Railway Company. (16 I. C. C. Rep., 584.)

1100. Reparation awarded on certain shipments of stack chimney brick from North Birmingham, Ala., to Washington, D. C.

Winters Metallic Paint Company *v.* Chicago, Milwaukee & St. Paul Railway Company. (16 I. C. C. Rep., 587.)

1101. Complainant challenges the reasonableness of defendants' freight rates on ground iron ore from Iron Ridge, Wis., to various points in other states; *Held*, That ground iron ore should be accorded rates from Iron Ridge, Wis., to points in Central Freight Association and Trunk Line territories which shall not exceed the regular sixth class ratings applying under the Official Classification between the same points; also that this commodity is entitled to Class D ratings under the Western Classification from Iron Ridge to points in Western Trunk Line Association territory.

1102. Complainant also asks that the Commission order the construction and maintenance of a private side track from the main line of the St. Paul road to its mills. By section 1 of the amended act to regulate commerce the Commission is authorized to order the construction and maintenance upon reasonable terms of "a switch connection" with any lateral branch line of railroad or "private side track *which may be constructed* to connect with its railroad, where such connection is reasonably practicable and can be put in with safety and will furnish sufficient business to justify the construction and maintenance of the same." From the language of this section it is clear that the Commission has no authority to order the construction of a *private side track* by a railroad company, but that its authority is limited to ordering a carrier to make "a switch connection," *with* a private side track.

W. S. Duncan & Company *v.* Nashville, Chattanooga & St. Louis Railway Company. (16 I. C. C. Rep., 590.)

1103. The payment of the so-called "elevation allowance" to dealers in hay, grain, and grain products at Nashville, Tenn., is an undue and unlawful discrimination.

1104. Where carriers have in effect a uniform rate per 100 pounds for any quantity, which rate applies uniformly to all shippers, a different rate applied to carloads from that applied to less than carloads will not be ordered, especially when such differential will have a tendency to increase the rate on less than carloads, and further, to cut off consumers and small dealers from purchasing at distant markets in less-than-carload lots.

1105. Shipments of grain, grain products, and hay are carried from the Ohio and Mississippi River crossings and points north and west thereof to Nashville at local rates, and quantities of these articles are afterwards reshipped and rebilled from Nashville to points in the southeast at the local rate, but the difference between the sum of the locals thus collected and the through rate from crossing point to ultimate destination is refunded to the shipper through the claims department of the railroad company. There is no agreement for through carriage between shipper and carrier at the original point of shipment, no other destination than Nashville is named, and upon delivery of grain to that point it loses its identity and is in every respect a local shipment; *Held*, That the circumstances and conditions prevailing at Nashville are not so dissimilar from those prevailing at other points in the southeast as to warrant a continuance of this privilege at Nashville without undue discrimination, to the prejudice and disadvantage of points in that territory not having a similar privilege; *Held further*, That this privilege operates as a device by which traffic may move at less than the lawful tariff rate.

Alphons Custodis Chimney Construction Company *v.* Vandalia Railroad Company. (16 I. C. C. Rep., 600.)

1106. Defendants' rates charged for the transportation of three carloads of stack chimney brick from Brazil, Ind., to Minnesota Transfer,

Minn., found unreasonable to the extent that they exceeded the combination of local rates, and complainant awarded reparation on that basis.

Monarch Milling Company *v.* Chicago, Rock Island & Pacific Railway Company. (17 I. C. C. Rep., 1.)

1107. Class rate found to be unreasonable. Reasonable commodity rate voluntarily established by the carriers. Reparation awarded.

Otis Elevator Company *v.* New York Central & Hudson River Railroad Company. (17 I. C. C. Rep., 3.)

1108. The elevator controllers involved in these cases were parts of the hoisting machines with which they were shipped and under the classification could have been shipped in mixed carloads at the rate applicable to hoisting machines. Reparation awarded.

Carstens Packing Company *v.* Southern Pacific Company. (17 I. C. C. Rep., 6.)

1109. Complainant asks reparation on shipments of sheep from points in California to Tacoma, Wash., because single-deck cars were furnished instead of double-deck cars ordered; but upon all of the facts in the record it appears that the complainant is not entitled to reparation and that the complaint should be dismissed.

Woodward & Dickerson *v.* Louisville & Nashville Railroad Company. (17 I. C. C. Rep., 9.)

1110. Petition for rehearing of the prior decision of the Commission in this case relative to limitation upon actions for recovery of money damages denied.

American Trust & Savings Bank, Trustee in Bankruptcy for the Metals Extraction & Refining Company, *v.* Chicago, Milwaukee & St. Paul Railway Company. (17 I. C. C. Rep., 11.)

1111. Complainant shipped 16 carloads of mill cinders from Chicago to Omaha, charges being assessed at the rate of \$2 per net ton. The tariff was subsequently amended so as to provide for the assessment of charges per gross ton. Reparation awarded.

Anderson, Clayton & Company *v.* St. Louis & San Francisco Railroad Company. (17 I. C. C. Rep., 12.)

1112. Complainant shipped 125 bales of cotton from Lawton, Okla., to Chickasha, Okla., for concentration and subsequent reshipment. Defendants' tariffs provided that on reshipment from the concentration point the through rate from point of origin to final destination would be protected. Consignment was destroyed by fire while standing upon the platform of the compress at Chickasha. Complaint seeking refund of the local charges collected for the movement from Lawton to Chickasha dismissed.

W. A. Havemeyer & Company *v.* Union Pacific Railroad Company. (17 I. C. C. Rep., 13.)

1113. Defendants' through class rate of 74½ cents per 100 pounds exacted for the transportation of three carloads of sugar from Eaton, Colo., to Decatur, Ill., found excessive to the extent that it exceeded a subsequently established joint through rate of 32½ cents per 100 pounds. Reparation awarded.

H. P. Hood & Sons *v.* Delaware & Hudson Company. (17 I. C. C. Rep., 15.)

1114. Complaint alleged unjust discrimination, unreasonable rates, and inadequate service in transportation of milk from Poultney, Vt., and intermediate stations to Eagle Bridge, N. Y., destined to Boston, Mass. After partial hearing an agreement covering all points in controversy was filed, and a tariff was issued based thereon. Upon disagreement of parties as to the interpretation of the tariff it was *Held*:

1115. The Commission has no authority to approve or enforce an agreement between carrier and shipper, nor will it undertake to construe such an agreement nor to say that a tariff shall be issued in compliance therewith.

- 1116. Such an agreement may be regarded, and used as evidence of an admission as between the parties executing it, of strong evidentiary value that the rate agreed upon is reasonable.
- 1117. It is the duty of the Commission to establish just and reasonable rates available for all shippers alike without discrimination in favor of any shipper by reason of an agreement with the carrier.
- 1118. The rates charged and collected must be in accordance with the tariff legally effective whether the same was issued in compliance with any private agreement with the shipper or not.
- 1119. When the language of a tariff is ambiguous the agreement may be examined as a medium of explanation of the tariff to remove the ambiguity.
- 1120. When a commodity is purchased in and shipped from one state to a point in another state the transaction is indelibly impressed with the character of interstate commerce, and the various mutations through which the article passes and the handlings which it undergoes while in transit are merely incidental to the movement.
- 1121. Every carrier by railroad that participates in the carriage of any such commodity or that performs any part of the transportation in a continuous passage from a point of origin in one state to a destination in another state is engaged in interstate commerce and subject to the jurisdiction of the act.
- 1122. Reparation will be awarded in accordance with findings upon proper proof of shipments.

Germain Company v. New Orleans & Northwestern Railroad Company. (17 I. C. C. Rep., 22.)

- 1123. A through rate regularly published between two points and available under the tariff over several different routes is not nullified as to one such route by the failure of the participating carriers to agree upon divisions over that route.
- 1124. Reparation awarded to complainant on account of a rate overcharge and to cover transfer and demurrage charges accruing because of the refusal of the delivering line to receive a car from its connection.

George L. Munroe & Sons v. Michigan Central Railroad Company. (17 I. C. C. Rep., 27.)

- 1125. Demurrage charges collected on one carload of ashes shipped from Bay City, Mich., to Williamson's siding, Norfolk, Va., were without warrant of tariff authority and therefore wrongfully imposed. Reparation awarded.

Acme Cement Plaster Company v. Lake Shore & Michigan Southern Railway Company. (17 I. C. C. Rep., 30.)

- 1126. The complaint in this case alleges the unreasonableness of defendants' carload rates on the manufactured products of gypsum rock from Grand Rapids, Mich., to all points in Official and Southern Classification territory, the state of Wisconsin, and that part of Illinois which is in Western Classification territory; *Held*, That upon all the facts and circumstances disclosed by the record the present rate adjustment can not be found unreasonable.
- 1127. The Chicago-New York base rate on products of gypsum rock was raised June 1, 1907, from 22½ cents to 25 cents per 100 pounds, and on April 20, 1908, was reduced to 22½ cents. This reduction took place after the complaint was filed. It appears that the 22½-cent rate had been maintained for a long time prior to the advance and has been continuously maintained since the reduction. The defendants have made no attempt to explain or justify this advance, and the only fact appearing in relation thereto is that it was made and enforced for about eleven months; *Held*, That under these circumstances the 25-cent base rate was unreasonable as applied to these commodities, and that on shipments made while it was in effect complainant is entitled to reparation. On this record, however, no order for reparation can be made, but the case will be held open to give complainant opportunity to make the necessary proof.

1128. It is a matter of common knowledge that freight rates are controlled by various and varying conditions, and therefore the rates established in one section furnish no reliable standard by which to measure the reasonableness of rates in another section where dissimilar conditions prevail.
1129. It is well settled that the divisions accepted by a carrier can not be taken as the measure of the reasonableness of its separately established rates.
1130. The Commission is disposed to encourage the making of class rates wherever practicable, because of their tendency to uniformity and stability. It is only in cases where it clearly appears that the inclusion of a given article in a class results in unreasonable charges, and a lower classification will not meet the demands of justice, that commodity rates are required to be established.
1131. It is manifest that the rail carriers from Grand Rapids ought not to be required to make rates to meet water competition or to equalize for complainant the advantages of a business rival which moves its product to Chicago by its own water line.
1132. While the amount shipped by a concern has little or no bearing on the question of the reasonableness of the rates, it is of some significance where the shipments reach substantial proportions.

Federal Sugar Refining Company of Yonkers v. Baltimore & Ohio Railroad Company. (17 I. C. C. Rep., 40.)

Defendants have prescribed limits in and about New York Harbor within which they will, for the flat New York rate, perform the service of transporting traffic between their rail terminals on the Jersey side of the Hudson and points in the harbor. At Yonkers, N. Y., some distance north of the free-lighterage limits, complainant operates a sugar refinery, and to make shipments therefrom over defendants' lines it must lighter the sugar from its refinery to points within the lighterage limits or forward it via the New York Central to Sixtieth street, New York. By the latter route it can obtain the New York rate, but the route is said to be unsatisfactory by reason of delays in the New York Central's city terminals. One of the defendants' leased terminals in Brooklyn is owned and operated by the same partnership which operates a sugar refinery in competition with complainant, the sugar from this refinery passing through the terminal and the partnership receiving from defendants for lighterage thereof the same amount allowed for lighterage of other freight by the same terminal company. It is claimed by complainant that upon shipments delivered by it to defendants' Jersey rail terminals it should receive the same allowance that is made to companies lightering freight from points in New York Harbor, or that the lighterage limits should be extended to include Yonkers. *Held:*

1133. By their lighterage regulations defendants have, in the only available manner, extended their lines to New York, but such extension results from the exercise of business discretion, not from compliance with any requirement of the act to regulate commerce; and by such extension defendants incur no liability, under the act, to extend their lines to Yonkers or other near-by communities.

1134. The identity of ownership between the Jay street terminal in Brooklyn and the adjoining refinery in Brooklyn is a relationship which should be subjected to the closest scrutiny. The only inference which can be drawn from the present record is that the Jay street terminal does not earn in excess of a reasonable return upon the investment. The 15th section of the act clearly implies that a just and reasonable allowance may be made to the owner of property transported, when such owner renders a service connected with or furnishes an instrumentality used in the transportation, and nothing has been made to appear which indicates that the allowance in question exceeds the authorized measure of compensation. Complaint dismissed without prejudice.

Greater Des Moines Committee v. Chicago, Rock Island & Pacific Railway Company. (17 I. C. C. Rep., 54.)

1135. Proportional rates on through traffic to Des Moines, Iowa, ordered reduced.

Bentley & Olmsted Company *v.* Lake Shore & Michigan Southern Railway Company. (17 I. C. C. Rep., 56.)

1136. The Commission declines to put in carload rates on boots and shoes between Boston and Des Moines, because those articles generally move in less than carload quantities and there is no evidence in the record warranting the introduction of a new unit of transportation as to those commodities.

Greater Des Moines Committee *v.* Chicago, Rock Island & Pacific Railway Company. (17 I. C. C. Rep., 57.)

1137. Complaint alleges that defendant's local rates for the transportation of freight between Chicago and Des Moines are unreasonable and give undue advantage to Minneapolis and St. Paul as against Des Moines; *Held*, That no unreasonable preference or advantage in favor of Minneapolis and St. Paul has been established, but that the present first-class rate from Chicago to Des Moines is unreasonable.

Robert H. Jenks Lumber Company *v.* Southern Railway Company; and 184 other cases disposed of in the order entered herein, wherein parties are specifically named, which cases are indicated by docket subnumbers. (17 I. C. C. Rep., 58.)

1138. Upon submission by the parties in 185 supplemental complaints of like character, involving claims for reparation for unreasonable rates on lumber on the basis of decisions of the Commission in the original proceedings (Nos. 698 and 707), of a written agreement providing for compromise and settlement of these claims, it appearing that the same contains no provisions inconsistent with law, it is approved as a basis for final settlement and satisfaction thereof, in so far as it relates to matters within the Commission's jurisdiction.

E. Sondheimer Company *v.* Illinois Central Railroad Company. (17 I. C. C. Rep., 60.)

1139. Defendants' tariff in force when complaint was filed permitted dealers to ship lumber into Memphis from southern and western territory, there unload, assort, grade, and dry it, and within ninety days from the date of arrival, upon presentation of paid expense bills covering movement into Memphis, to ship out the same lumber, or an equal tonnage of the same kind of lumber, to certain northern and eastern territory, upon rates which, combined with the rates into Memphis, were less than the combination of rates upon Memphis, but not less than the through rate from the original shipping points to final destinations. The maximum "shrinkage" of rates so permitted was 4 cents per 100 pounds. No such privilege was permitted at Cairo, and the rates exacted upon lumber handled through that point were the full locals in and out. Since complaint was filed the tariff in question has been superseded by a tariff which is admitted by complainant to have removed the alleged discrimination in rates; *Held*, That owing to dissimilarity in circumstances and conditions surrounding the movement of lumber through Memphis and Cairo, the yarding and reshipping privilege at Memphis, if proper rates are applied thereunder, is not an undue discrimination against Cairo; but that the rates in force through Memphis when complaint was filed, from competitive producing points in Mississippi to competitive consuming points in the territory involved, were unduly discriminatory against Cairo. Complainant given leave to make proof of any damage it may have suffered.

W. W. Montague & Company *v.* Atchison, Topeka & Santa Fe Railway Company. (17 I. C. C. Rep., 72.)

1140. A carload minimum for light and bulky articles like furniture should be such that the minimum can ordinarily be loaded, but the minimum is not necessarily unreasonable because it occasionally happens that cars, although loaded to their full physical capacity, will not contain it.

1141. Minimums fixed by transcontinental tariffs on furniture of various kinds considered and those upon wood mantels and brass bedsteads condemned as too high.

1142. Reparation awarded with respect to shipments upon wood mantels and brass bedsteads for the reason that the minimum imposed was excessive.

Beekman Lumber Company v. Kansas City Southern Railway Company. (17 I. C. C. Rep., 86.)

1143. Tariff under which shipment moved provided for charge of \$5 per car for reconsignment. This charge is excessive where only name of consignee is changed. One dollar per car is a reasonable charge for the service in this case.

Herbeck-Demer Company v. Baltimore & Ohio Railroad Company. (17 I. C. C. Rep., 88.)

1144. The act does not forbid all discrimination, but only that which is undue. A discrimination involved in the carrying of the personal baggage of a passenger without extra charge is not undue as against a passenger without baggage.

Memphis Freight Bureau v. Kansas City Southern Railway Company. (17 I. C. C. Rep., 90.)

1145. Where a transportation service has been rendered for which no tariff authority whatever exists and where the shipper has paid the sum claimed by the carrier for that service, the Commission has jurisdiction to inquire what was a reasonable charge for the service and to order the repayment of whatever the carrier has collected over and above such reasonable charge.

1146. Reparation allowed with respect to shipment of peaches from Horatio, Ark., to Memphis, Tenn.

James Manahan v. Northern Pacific Railway Company. (17 I. C. C. Rep., 95.)

1147. Defendants' rates for the transportation of bituminous and anthracite coal in carloads from Duluth, Minn., and Superior, Wis., to St. Paul and Minneapolis, Minn., not found, under the circumstances disclosed by the record, to be unreasonable.

Merchants' Cotton Press & Storage Company v. Illinois Central Railroad Company. (17 I. C. C. Rep., 98.)

1148. Complaint was made against (a) the local rate of the principal defendant of 20 cents per bale on cotton from Memphis to South Memphis, Tenn.; (b) the allowance to a warehouse company of 50 cents per bale for compression of cotton at South Memphis; and (c) the allowance to the warehouse company of 10 cents per bale for switching and transfer to the warehouses of consignees in its plant; *Held*, That complainants' contention relative to the 20-cent local rate was waived upon argument; that the allowances were not shown to be excessive; that they are made to cover the cost of service which the carriers may lawfully perform for themselves or hire others to perform; and that the facts upon which complainants base their contention do not establish the charge of unjust discrimination or disclose any other violation of the act.

1149. No violation of the act can be predicated solely upon the fact that a carrier makes with one independent company a contract more favorable than with another for a service which that carrier is bound or undertakes to perform. The act deals only with the obligation of carriers as carriers, and in no way attempts to regulate or interfere with matters not involving their duties to shippers or passengers as such.

1150. A violation of the act is not established by merely showing that the owners of a majority of the stock of a corporation, which performs a certain service for a railroad at a compensation involving no more than a reasonable profit, are also shippers of freight; but it goes without saying that neither carriers nor shippers can evade the prohibitions of the law by means of paper organization, nor would the utmost good faith in the matter of incorporation justify

a relation which actually works out a violation of the statute. The Commission has never hesitated to look through corporate forms and to examine the substance of transactions.

In re Milling-in-Transit Rates. (17 I. C. C. Rep., 113.)

1151. The Commission adheres to its former ruling in a proceeding entitled *In the Matter of Through Routes and Through Rates*, 12 I. C. C. Rep., 163, that whenever by any transit arrangement through rates are applied, such through rates must be as of the date of the first movement of the shipment from the point of origin under such through rates.

Boise Commercial Club v. Adams Express Company. (17 I. C. C. Rep., 115.)

1152. On complaint attacking reasonableness of express rates from New York City to Boise and other points in southern Idaho; *Held*, (1) That carriers may not lawfully make a difference in rates based upon the time of payment of charges; (2) That the through rates at present in effect in almost every instance violate the general principle that a through rate shall not exceed the lowest combination of locals between the same points. Defendants required to present to Commission on or before October 1, 1909, a new basis of rates for the carriage of small packages from New York to Boise and points similarly situated.

F. M. Turnbull Company v. Erie Railroad Company. (17 I. C. C. Rep., 123.)

1153. Upon the facts disclosed by the record in this case, the track-storage charges of defendant applied to complainant's shipments of oats and the free time allowance governing the same, not found unreasonable. Reparation denied.

Carstens Packing Company v. Oregon Railroad & Navigation Company. (17 I. C. C. Rep., 125.)

1154. Under the circumstances of this case defendant Northern Pacific Railway Company ordered to make reparation to complainant for excess freight charges collected on 10 carloads of cattle transported from Baker City, Oreg., to Tacoma, Wash., on account of change of route caused by washouts; but feeding charges collected not found excessive.

Saginaw Board of Trade v. Grand Trunk Railway Company. (17 I. C. C. Rep., 128.)

1155. The percentage of the Chicago rates, adopted by defendants as a basis for fixing the rates from Atlantic coast territory to Saginaw, Flint, and other points in the Saginaw Valley, is not found, under the circumstances of the case, to be too high, when compared with the percentages that fix the rates enjoyed by other groups in adjacent territory.

1156. The proximity of Detroit and Toledo to the great channels of through transportation and their location on direct through routes where the density of traffic is very great and the general operating and traffic conditions are favorable, are elements that can not be ignored by the rate maker and must necessarily tend to lower rates than can be accorded to communities that are removed from these great streams of traffic.

1157. The general foundation upon which rests the whole structure of eastbound and westbound rates in the "percentage-basis" territory described and discussed.

Sligo Iron Store Company v. Atchison, Topeka & Santa Fe Railway Company. (17 I. C. C. Rep., 139.)

1158. To avoid the payment of the published through rate on "smithing coal" the complainant falsely billed a carload shipment as "bituminous soft-coal slack" and thus sought to secure the benefit of a lower combination of local rates on soft coal based on an out-of-line point; and in this plan the defendant's agents at Chicago joined; *Held*, That as neither party comes before the Commission with clean hands no relief order will be entered.

1159. Compared to the soft coal mined in the west smithing coal is a different commodity with different characteristics and of a different value. Whether it may move under a special smithing coal rate is not here determined; but, *Held*, That there are no grounds shown for disturbing the rates on smithing coal from Chicago, Ill., to Portales, N. Mex.

In the Matter of Regulations Governing Sale of Commutation Tickets to School Children. (17 I. C. C. Rep., 144.)

1160. Section 2 of the act precludes the allowance of commutation rates to school children unless the same rates are open to all children within the age limit. Former administrative ruling upon this question affirmed.

Bartles Oil Company v. Chicago, Milwaukee & St. Paul Railway Company. (17 I. C. C. Rep., 146.)

1161. Third class rates on less-than-carload movements of illuminating oils and gasoline from Minneapolis and St. Paul to points in South Dakota found unreasonable, and therefore unlawful, and defendants required to apply fourth class rates.

American Coal Company of Allegany County v. Baltimore & Ohio Railroad Company. (17 I. C. C. Rep., 149.)

1162. Upon the testimony adduced of record, *Held*, (1) That the defendants' rates on big-vein coal, from George's Creek basin in Allegany County, Md., to tide water, when going over the piers to destinations outside the Delaware and Chesapeake capes are unreasonable and unduly discriminatory and ought not to exceed the rates contemporaneously in effect on small-vein coal from the same district and on coals from the Meyersdale, Austen-Newburg, and Upper Potomac districts in Pennsylvania and West Virginia when water borne to the same destinations. (2) That the defendants' rates on coals mined in George's Creek basin when destined to points in New York, Pennsylvania, New Jersey, and New England are unreasonable and discriminatory and ought not to exceed the rates to the same destinations from the Meyersdale, Austen-Newburg, and Upper Potomac regions.

1163. George's Creek basin for ten years or more has been grouped for rate-making purposes with the Meyersdale, Austen-Newburg, and Upper Potomac coal-producing districts, and Philadelphia, Baltimore, Wilmington, and other points of consumption for a like period of time have also taken a group rate from all these mines; *Held*, That no showing is here made justifying an order disturbing this grouping of coal-producing districts and coal-consuming destinations.

Brook-Rauch Mill & Elevator Company v. Missouri Pacific Railway Company. (17 I. C. C. Rep., 158.)

1164. The relations between the defendants and T. H. Bunch and the T. H. Bunch Company examined; and *Held*, That the lease to Bunch, at a nominal rental, of an elevator erected by the defendants on their right of way at Argenta, Ark., operates as an unlawful preference in favor of Bunch and as an unjust discrimination against dealers and shippers of grain at Little Rock. The defendants are ordered to cease and desist from the continued performance of their contract and the aforesaid unlawful practices.

Ætna Powder Company v. Chicago, Milwaukee & St. Paul Railway Company. (17 I. C. C. Rep., 165.)

1165. The defendant's l. c. l. rate on gunpowder in quantities of less than 10,000 pounds was twice the first-class rate, while on shipments exceeding 10,000 pounds the single first-class rate applied; *Held*, That a charge on complainant's shipments of less than 6,000 pounds that exceeds the charges assessable on an l. c. l. shipment of the same commodity of 10,000 pounds is unreasonable. Reparation awarded.

Central Commercial Company v. Atchison, Topeka & Santa Fe Railway Company. 17 I. C. C. Rep., 166.)

1166. Rate of 38 cents per 100 pounds on liquid asphaltum from Caney, Kans., to Minneapolis, Minn., held unreasonable and the rate for the future fixed at 19½ cents. Reparation awarded.

Lautz Brothers & Company v. Lehigh Valley Railroad Company. (17 I. C. C. Rep., 167.)

1167. Class rates from Buffalo, N. Y., to certain points on the line of the Delaware & Hudson Company north of Whitehall, N. Y., were increased for the purpose of removing a discrimination which existed in favor of Buffalo as compared with points east thereof. Complaint alleges that to increase the rates was unreasonable. The rates are not complained of as unreasonable *per se*. These rates are blanketed over a considerable territory of origin and again over a considerable territory of distribution; *Held*, That disruption of such grouping would be unwarranted. Complaint dismissed.

Muskogee Traffic Bureau v. The Atchison, Topeka & Santa Fe Railway Company. (17 I. C. C. Rep., 169.)

1168. Complaint alleges unjust discrimination against Muskogee, Okla., in favor of Fort Smith, Ark., in that rates on salt from Kansas salt-producing points were lower to Fort Smith than to Muskogee. Subsequently to the filing of complaint the rates were made the same to Fort Smith and Muskogee, resulting in substantial reduction in the rate to Muskogee. This change, together with other readjustments of salt rates in that territory, have not been in effect long enough to demonstrate their effect. It appears that the effect has been and must be advantageous to Muskogee. The rates from a considerable territory of production are blanketed and substantial equality between producing points and markets is so established. Complainant's contention for rates based solely upon distance can not be sustained. Complaint dismissed.

Crosby & Meyers v. Goodrich Transit Company. (17 I. C. C. Rep., 175.)

1169. Carrier's agent unloaded into freight house a carload shipment which should have been delivered without additional cost at warehouse of consignees. Consignees accepted delivery at freight house, drayed shipment to their warehouse, and demanded from carrier refund of sum equal to cost of such drayage; *Held*, That consignees should have insisted upon the proper delivery provided for in carrier's tariff, and that the Commission is without authority to order or sanction refund in the case.

Olympia Brewing Company v. Northern Pacific Railway Company. (17 I. C. C. Rep., 178.)

1170. Rental charge of \$5 per car on shipments of beer from Olympia and Seattle, Wash., to points in California, Nevada, and Arizona declared unreasonable and unjustly discriminatory. Reparation awarded.

Ellsworth Produce Company v. Union Pacific Railroad Company. (17 I. C. C. Rep., 182.)

1171. A rule in Western Classification providing that each bundle or piece in a less-than-carload shipment must be "plainly and indelibly" marked so as to show the name of the consignee and the station, town, or city, and the state to which it is destined or take a rate one class higher is sufficiently complied with by the marks "H. Prod. Co., Butte, Mont.," when it appears that cases of eggs so marked were accepted by the defendants without protest and promptly delivered by them to the Henningsen Produce Company at Butte, in the state of Montana, as intended, without delay, embarrassment, or extra labor, so far as appears from the record. Reparation awarded.

Contact Process Company *v.* New York, Chicago & St. Louis Railroad Company. (17 I. C. C. Rep., 184.)

1172. In the absence of a published specific through rate between two points, the tariff indicating no specific way of making up a through rate, the lowest combination of local rates over the route of the movement is the lawful through charge. On the record it is therefore *Held*, That the combination of three local rates between the points in question was the lawful rate to be collected and not the sum of two local rates which made higher. Reparation awarded.

Edward G. Davies *v.* Illinois Central Railroad Company. (17 I. C. C. Rep., 186.)

1173. The claim of the complainant that, under the opinion and order of the Commission in *Wholesale Fruit & Produce Association v. A., T. & S. F. Ry Co.*, 14 I. C. C. Rep., 410, it is the duty of the defendant to make delivery of consolidated shipments to the various owners is not sustained. Complaint dismissed.

Minneapolis Threshing Machine Company *v.* Chicago, St. Paul, Minneapolis & Omaha Railway Company. (17 I. C. C. Rep., 189.)

1174. The complaint that the cancellation of joint tariffs had resulted in unreasonable rates on threshing machines and engines from Hopkins, Minn., to local points on the lines of defendants, and that rates on agricultural implements from Hopkins to various points in states west and south are unreasonable, not being sustained by the evidence, is dismissed.

Davenport Pearl Button Company *v.* Chicago, Burlington & Quincy Railroad Company. (17 I. C. C. Rep., 193.)

1175. Rate of 17 cents per 100 pounds on mussel shells in carloads from Terre Haute, Ind., to Davenport, Iowa, found unreasonable to the extent that it exceeded 15 cents per 100 pounds. Reparation awarded.

Van Brunt Manufacturing Company *v.* Chicago, Milwaukee & St. Paul Railway Company. (17 I. C. C. Rep., 195.)

1176. Rate of 20 cents per 100 pounds on agricultural implements in carloads from Horicon Junction, Wis., to Minnesota Transfer, Minn., found unjust and unreasonable to the extent that it exceeded the rate of 17 cents per 100 pounds in effect prior and subsequent to dates upon which shipments were made. Reparation awarded.

Metropolitan Paving Brick Company *v.* Ann Arbor Railroad Company. (17 I. C. C. Rep., 197.)

1177. There is no transportation reason for making different rates on different grades of fire, building, and paving brick. In so far as it was held in the *Stowc-Fuller case*, 12 I. C. C. Rep., 215, that one rate should be applied to fire, building, and paving brick on shipments between the points involved, the conclusion then reached is sustained by further and more exhaustive inquiry.

1178. The Chicago-New York base rate to be applied on fire, building, and paving brick on shipments eastbound from Central Freight Association territory to Trunk Line territory should not exceed 21 cents per 100 pounds, and any charge in excess thereof is unreasonable.

1179. Under all the circumstances shown, no order for reparation is warranted.

Kaye & Carter Lumber Company *v.* Minnesota & International Railway Company. (17 I. C. C. Rep., 209.)

1180. A carload rate and minimum weight, specified in a published tariff as applicable to a car of stated size, constitute a definite offer to the shipping public to move the commodity on those terms, and when a shipper has ordered a car of that capacity the Commission will not sanction the imposition upon him of additional transportation charges on a shipment that could have been loaded into such a car when the carrier for its own convenience furnishes him a larger car.

1181. The tariffs of the defendants held to be unreasonable and unlawful in that they did not contain a rule providing that when for their convenience they use a larger car than the one ordered the published rate and minimum weight applicable under their tariffs to a car of the dimensions ordered will be applied in all cases where the shipment actually moved could have been loaded into a car of the size ordered. Reparation awarded.

Weber Club & Intermountain Fair Association *v.* Oregon Short Line Railroad Company. (17 I. C. C. Rep., 212.)

1182. The provisions of section 22 of the act do not entirely exempt the issuance of excursion tickets from the operation of the undue-discrimination provision of the act, but the statute itself authorizes discrimination in permitting the issuance of excursion tickets, and it is only in cases where this privilege has been plainly abused that the Commission would be justified in interfering.

1183. Defendants make passenger rates of one fare for the round trip in the spring and fall of each year to Salt Lake City, Utah, from surrounding territory in order that persons may visit that city for the Mormon conferences and the Utah State Fair; but it issues passenger rates of only one and one-third the round trip fare for excursions to the Intermountain Fair held in the fall of each year at Ogden, Utah. Complainants do not attack the reasonableness of the excursion rates to Ogden, but they complain that defendants unduly discriminate against Ogden; *Held*, That the Commission is not satisfied from the record that Salt Lake City has been given by these excursion rates a preference of such proportions as to be termed undue.

1184. The Commission suggests that defendants should establish a uniform passenger rate of $1\frac{1}{2}$ cents per mile each way to all state and county fairs; but this is a matter upon which the Commission has no authority to make any requirement.

Peerless Agencies Company *v.* Atchison, Topeka & Santa Fe Railway Company. (17 I. C. C. Rep., 218.)

1185. Reparation awarded because of the excessive minimum fixed by defendants on carload of wood mantles from Buffalo, N. Y., to San Francisco, Cal.

Acme Cement Plaster Company *v.* Chicago & Alton Railroad Company. (17 I. C. C. Rep., 220.)

1186. Complainant shipped a carload of cement plaster, containing 60,000 pounds, from Acme, Tex., to East St. Louis, Ill., the rate in effect being 18 cents per 100 pounds from Acme to East St. Louis, with a minimum of 30,000 pounds, and a rate of 23 cents from Acme to Braidwood, Ill., with the same minimum, the shipment going forward upon the 18-cent rate. When the car reached East St. Louis, it was ordered by complainant to its warehouse and the 18-cent rate was paid. Complainant removed one-half of the carload and rebilled the car to Braidwood. The tariff did not provide for re-consignment at East St. Louis. The local rate from East St. Louis to Braidwood of 9 cents per 100 pounds was assessed. Complainant insists that the balance of the through rate, or 5 cents per 100 pounds, should have been collected, and makes claim for 39 other shipments delivered at various points under similar conditions; *Held*, That the shipment from East St. Louis to Braidwood was a state movement, and the carrier had no right to allow it to go forward at the balance of the through rate. *Gulf, Colorado & Santa Fe Ry. Co. v. Texas*, 204 U. S., 403, cited and followed. Complaint dismissed.

Pease Brothers Furniture Company *v.* San Pedro, Los Angeles & Salt Lake Railroad Company. (17 I. C. C. Rep., 223.)

1187. The minimum carload weights for the transportation of furniture from various eastern points to certain Pacific coast cities involved in these proceedings, established by the sliding scale for cars of the length used, were reasonable and the complaints should therefore be dismissed.

Baer Brothers Mercantile Company v. Missouri Pacific Railway Company. (17 I. C. C. Rep., 225.)

1188. Rate of 45 cents per 100 pounds applied to the transportation of beer in carloads from Pueblo, Colo., to Leadville, Colo., which is part of a through transportation from St. Louis, Mo., to Leadville, Colo., is unreasonable. Such rate should not exceed 30 cents per 100 pounds. Reparation awarded.

1189. Complainant's application for establishment of through route and joint rate for the transportation of beer in carloads over defendant line from St. Louis, Mo., to Leadville, Colo., via Pueblo, denied, under the circumstances appearing of record.

New Orleans Board of Trade v. Louisville & Nashville Railroad Company. (17 I. C. C. Rep., 231.)

1190. Defendant advanced its rates on certain classes from New Orleans to Mobile and Pensacola, to make the sums of the locals equal the through rates from New Orleans to Montgomery, Selma, and Prattville via Mobile and Pensacola; *Held*, That the rates resulting from said advance were unjust and unreasonable.

1191. Former rates have been in effect, substantially unchanged, for over twenty years, and there was no evidence that they were not compensatory.

1192. Neither by comparison with other rates nor by any facts appearing are the advanced rates shown to be reasonable.

1193. The through rates from New Orleans via Mobile and Pensacola to Montgomery, Selma, and Prattville, on certain classes, held to be unreasonable and excessive and reduced to the sum of the locals.

West End Improvement Club v. Omaha & Council Bluffs Railway & Bridge Company. (17 I. C. C. Rep., 239.)

1194. Complaint alleges that the 10-cent fare from Council Bluffs to Omaha is unreasonable and that it is unjustly discriminatory, because defendants give longer rides for 5 cents on lines which do not cross the bridge. Defendants allege that they are street railways and not amenable to the terms of the act to regulate commerce, and that to reduce the fares as prayed for would result in a net loss from the operation of the properties; *Held*, That defendants are common carriers, engaged in the interstate transportation of persons, and therefore amenable to the terms and jurisdiction of the act; that the record does not disclose justification for making the reduction prayed for, but that it is unreasonable to charge more than 10 cents for a trip between any point on defendants' lines in Council Bluffs and any point on defendants' lines in Omaha.

J. C. Kindelon, doing business under the name of The Standard Hardwood Lumber Company, v. Southern Pacific Company and 41 other cases disposed of in the order entered herein, wherein the parties are named. (17 I. C. C. Rep., 251.)

1195. Defendants' prior rate of 85 cents per 100 pounds for the transportation of hard-wood lumber in carloads from various points along and west of the Mississippi River to San Francisco, Cal., and other Pacific terminals, found unreasonable; but their present rate of 75 cents per 100 pounds for such transportation held reasonable. Reparation awarded. *Burgess v. Transcontinental Freight Bureau*, 13 I. C. C. Rep., 668, cited.

Awbrey & Semple v. Galveston, Harrisburg & San Antonio Railway Company. (17 I. C. C. Rep., 267.)

1196. Defendants collected on complainant's shipments of cement from Galveston, Tex., to Magdalena, Mexico, a so-called through rate of \$1 per 100 pounds, made up on a combination of 75 cents from Galveston to Guaymas, Mexico, plus a rate of 25 cents from Guaymas to Magdalena. It appeared that the 25-cent rate was the lawful rate established by the Mexican Government, but was not on file with the Commission. It also appeared that the rate from Galveston to Nogales, Ariz., an international point, was 62½ cents, and that the rate from Nogales to Magdalena was 6 cents,

the latter rate having been lawfully established by the Mexican Government, making a combination of 68½ cents, but the rate from Nogales to Magdalena was not on file with the Commission; *Held*, That in the absence of the publication of a specific through rate from Galveston to Magdalena, the lawful rate applicable to these shipments was defendants' published rate of 62½ cents from Galveston to Nogales, plus the lawful rate of 6 cents prescribed by the Mexican Government from Nogales to Magdalena. Reparation awarded.

T. M. Partridge Lumber Company v. Great Northern Railway Company. (17 I. C. C. Rep., 276.)

1197. Present rates on fence posts and poles from Beaudette and Warroad, Minn., to certain points in North Dakota and South Dakota declared unreasonable, and reasonable rates prescribed for the future. Through routes established from Beaudette to such destination points.

Connolly-Fanning Company v. Pennsylvania Railroad Company. (17 I. C. C. Rep., 283.)

1198. Rates on barrel, or Malaga, grapes from seaboard points to Pittsburg, Pa., not having been shown to be unreasonable or unjust, the complaint is dismissed.

White Brothers v. Atchison, Topeka & Santa Fe Railway Company and nine other cases disposed of in the order entered herein. (17 I. C. C. Rep., 288.)

1199. Complainants asked for reparation on the ground that defendants' through rates on hard-wood lumber in carloads from points east of the Mississippi River to San Francisco were unreasonable because more than combination of locals in effect; *Held*, That while the Commission has frequently declared that through rates between certain points should not exceed the combination of local rates between the same points there is not sufficient evidence of record in these cases to warrant findings that the through rates charged were unreasonable. Reparation denied. *Burgess v. Transcontinental Freight Bureau*, 13 I. C. C. Rep., 668, distinguished.

Foster Lumber Company v. Atchison, Topeka & Santa Fe Railway Company. (17 I. C. C. Rep., 292.)

1200. Reparation awarded against initial carrier for misrouting certain shipments of lumber transported from Fostoria, Tex., to Gary, Ind.

William F. Jobbins, Incorporated, v. Chicago & North Western Railway Company. (17 I. C. C. Rep., 297.)

1201. The tariff of defendants in force when shipment involved was made held to be unreasonable and unlawful in that it did not contain a rule providing that when carriers are unable to furnish a car of large dimensions ordered by shipper, they may furnish two smaller cars, which may be used on the basis of the minimum fixed for the car ordered. Provision to that effect subsequently published required to be maintained for two years, and reparation awarded.

Memphis Cotton Oil Company v. Illinois Central Railroad Company. (17 I. C. C. Rep., 313.)

1202. The long-continued maintenance of a lower rate raises no presumption of law that a newly established higher rate is unreasonable. The fact that the lower rate remained undisturbed for many years has probative value, and considered merely as evidence must ordinarily have much weight in the absence of some explanation showing the propriety and need of an increased rate. But in every case all pertinent facts must be considered before an increased rate may be held to be unreasonable and therefore unlawful.

1203. On the facts shown of record the present increased rates on cottonseed oil from Memphis to Louisville, Cincinnati, and Chicago are not found to be unreasonable, although lower rates between those points had been in effect for many years.

H. W. Joynes *v.* Pennsylvania Railroad Company. (17 I. C. C. Rep., 361.)

1204. Petitioner, a dealer in fruits and general produce, charges discrimination, in that the defendant persistently delayed his shipments of fruit in Pittsburg at the Fifty-fourth street yards where the cars were not accessible to teams and could not be unloaded by him, while at the same time cars of other shippers were promptly placed in position at the unloading platform and were thus given a preferred use of the defendant's terminal facilities, and that by reason of said delay and discrimination petitioner suffered loss through the decay of the fruit and otherwise in the sum of \$30,497.70, for which amount he claims reparation: *Held*, That the Commission is without power under the law to make awards of general damages of that nature.

1205. In cases of the nature involved in the complaint the Commission may ascertain whether the discrimination alleged actually occurred or whether the carrier has failed in a duty imposed upon it under any provision of the act as charged in the complaint. But the assessment of any resulting damages, other than damages that may be measured by differences in rates, must be left to be determined by action brought in a court of competent jurisdiction.

1206. The language of the act being of doubtful interpretation, the Commission, which is a special tribunal of limited powers, ought not to take jurisdiction, but should resolve the doubt in favor of the courts where claims of this nature ordinarily belong.

1207. Section 15 is the dominating and controlling expression of the real object and meaning of the act in its present form. It makes of the Commission what it was undoubtedly intended to be, namely, a special expert body created for the purpose of dealing with the rates and practices of carriers affecting rates, and not a body to take the place of the courts for the redress of alleged wrongs of the character involved in the complaint.

M. C. Kiser Company *v.* Central of Georgia Railway Company. (17 I. C. C. Rep., 430.)

1208. Rail-and-water rate of \$1.05 per 100 pounds (first class) on less-than-carload shipments of boots and shoes from Boston and New York to Atlanta found unreasonable, and 95 cents prescribed as maximum.

INDEX TO POINTS DECIDED IN REPORTED CASES DURING THE YEAR.

[The numbers refer to the corresponding headnotes. For example: The number 696, found under the head of Commodity Rates in this index, refers to the paragraph of that number in the foregoing statement of Points Decided by the Commission. The numbers run consecutively from Points Decided in last Annual Report.]

ALLOWANCES, 703, 704, 743, 881, 1123, 1124, 1148.

ANTITRUST ACT, 826.

ATTORNEY'S FEES, 725.

BAGGAGE, 987, 1144.

CARLOADS, MIXED, 914, 1044, 1108.

CARS (*see also* Preference or Advantage; Reasonable Rates), 726, 727, 728, 729, 767, 793, 817, 957, 961, 979, 980, 982, 1066, 1082, 1086, 1109, 1124, 1187, 1201.

CLASSIFICATION (*see also* Preference or Advantage), 663, 673, 744, 764, 859, 873, 926, 938, 939, 960, 1009, 1035, 1052, 1073, 1096, 1108, 1130, 1161, 1165, 1171, 1177.

COAL RATES (*see also* Reasonable Rates; Preference or Advantage; Unjust Discrimination), 665, 699, 701, 773, 774, 775, 776, 777, 822, 828, 839, 860, 891, 982, 1016, 1020, 1026, 1027, 1028, 1034, 1055, 1056, 1075, 1076, 1077, 1090, 1092, 1099, 1147, 1158, 1159, 1162, 1163.

C. O. D. SERVICE, 763, 1048.

COMBINATION RATES (*see also* Reasonable Rates), 659, 661, 671, 681, 738, 772, 778, 779, 787, 816, 833, 835, 843, 865, 888, 984, 991, 1006, 1018, 1021, 1023, 1024, 1029, 1032, 1033, 1036, 1037, 1040, 1050, 1051, 1053, 1061, 1080, 1093, 1105, 1106, 1113, 1139, 1152, 1158, 1172, 1190, 1193, 1196, 1199.

COMBINATIONS AND CONSOLIDATIONS OF CARRIERS, 826.

COMMODITY RATES, 696, 698, 744, 799, 824, 912, 918, 977, 978, 983, 1008, 1009, 1067, 1078, 1087, 1107, 1130, 1167.

COMPETITION (*see also* Long and Short Haul Section; Water Competition), 665, 667, 685, 686, 687, 776, 794, 882, 883, 884, 936, 938, 939, 968, 977, 997, 999, 1070, 1088, 1089, 1139, 1162, 1163, 1168, 1177.

COMPRESSION IN TRANSIT, 750, 930, 1112.

CONCESSION OF RELIEF, 663, 671, 737, 745, 789, 802, 817, 870, 871, 872, 875, 876, 899, 926, 934, 1056, 1060, 1094, 1107, 1111.

CONTRACTS, 864, 1062, 1115, 1116, 1118, 1119, 1138, 1149, 1150, 1164.

COST OF SERVICE, 783, 884, 1148.

DEMURRAGE, 660, 728, 729, 838, 923, 1016, 1028, 1070, 1071, 1124, 1125, 1153.

DIFFERENTIALS, 775, 943, 945, 1064, 1104.

DISTANCE (*see also* Long and Short Haul Section), 955, 1002.

DIVISIONS OF RATES, 796, 1089, 1123, 1129.

ELECTRIC RAILWAYS, 1194.

ELEVATOR CHARGES, 703, 704, 790, 791, 792, 1005, 1103, 1164.

EXPORT RATES, 840, 841, 842, 952, 983, 1062.

EXPRESS COMPANIES, 668, 669, 670, 689, 873, 882, 883, 884, 896, 897, 898, 899, 948, 970, 971, 1047, 1048, 1057, 1152.

FIFTEENTH SECTION (NEW) (*see also* Through Routes), 703, 704, 743, 881, 1123, 1124, 1148, 1207.

FOREIGN COMMERCE, 1196.

FORWARDING AGENTS, 1057, 1173.

FOURTH SECTION. *See* Long and Short Haul Section.

FREE PASSES AND FREE TRANSPORTATION, 683.

GRAIN RATES, 710, 785, 790, 791, 792, 829, 830, 841, 842, 870, 871, 872, 874, 894, 910, 957, 966, 1069, 1103, 1105, 1153.

GROUP RATES (*see also* Reasonable Rates), 776, 892, 1002, 1026, 1063, 1077, 1084, 1155, 1163, 1167, 1168.

HAY RATES, 698, 918, 937, 1046, 1067, 1103, 1105.

IMPORT RATES, 739, 740.

INSURANCE, MARINE, 864.

JOINT RATES, 681, 762, 829, 874, 944, 962, 963, 964, 1020, 1021, 1050, 1053, 1056, 1061, 1074, 1081, 1135, 1136, 1151, 1152, 1186.

JURISDICTION OF COMMISSION, 669, 670, 721, 722, 723, 725, 746, 747, 822, 1001, 1084, 1120, 1121, 1138, 1145, 1184, 1186, 1194, 1204, 1206, 1207.

LOCATION (*see also* Long and Short Haul Section; Preference or Advantage), 777, 778, 815, 977, 1128, 1156.

LONG AND SHORT HAUL SECTION, 676, 736, 803, 1069, 1087, 1088.

LUMBER RATES, 685, 693, 728, 755, 760, 815, 819, 843, 901, 943, 944, 945, 989, 993, 1003, 1004, 1054, 1058, 1080, 1138, 1139, 1195, 1197, 1199.

MARKS ON GOODS, 1171.

MILEAGE RATES (*see also* Reasonable Rates), 1027, 1036, 1064.

MILLING IN TRANSIT, 718, 719, 966, 967, 968, 969, 1151.

NEGLIGENCE, 678, 689, 758, 919, 1112, 1204, 1205, 1206, 1207.

PASSENGERS, 919, 965, 987, 1036, 1037, 1060, 1160, 1182, 1183, 1184, 1194.

PRACTICE, 725, 730, 746, 789, 852, 873, 875, 898, 914, 928, 947, 995, 1001, 1031, 1042, 1065.

PREFERENCE OR ADVANTAGE, 699, 774, 839, 861, 866, 877, 878, 892, 942, 965, 972, 977, 978, 1060, 1076, 1087, 1088, 1089, 1137, 1155, 1156, 1160, 1164, 1173, 1183.

PREJUDICE OR DISADVANTAGE. *See* Preference or Advantage.

PROPORTIONAL RATES, 677, 698, 794, 799, 849, 917, 918, 953, 1067, 1135.

PULLMAN ACCOMMODATIONS, 1036, 1060.

RATE MAKING. *See* Reasonable Rates.

REASONABLE RATES, 659, 662, 664, 665, 666, 667, 671, 672, 674, 675, 676, 682, 684, 687, 688, 691, 692, 693, 694, 695, 696, 697, 698, 702, 710, 711, 712, 713, 714, 715, 717, 718, 719, 720, 731, 735, 738, 742, 750, 751, 754, 761, 765, 766, 769, 770, 772, 773, 775, 779, 781, 782, 783, 785, 786, 787, 797, 798, 803, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 818, 821, 824, 825, 826, 828, 832, 833, 835, 836, 841, 842, 843, 844, 845, 848, 849, 850, 851, 853, 854,

855, 856, 860, 861, 865, 868, 869, 870, 871, 872, 876, 882, 883, 885, 886, 887, 888, 889, 890, 891, 893, 894, 895, 896, 897, 898, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 915, 916, 917, 918, 920, 926, 927, 930, 931, 933, 934, 935, 936, 938, 939, 940, 941, 942, 943, 944, 945, 946, 948, 949, 951, 952, 957, 958, 959, 960, 961, 981, 982, 983, 984, 985, 986, 988, 991, 992, 993, 994, 995, 996, 997, 1006, 1010, 1011, 1012, 1013, 1014, 1015, 1017, 1018, 1020, 1023, 1024, 1026, 1027, 1029, 1030, 1033, 1038, 1039, 1040, 1041, 1043, 1044, 1045, 1046, 1049, 1050, 1051, 1053, 1054, 1055, 1059, 1067, 1068, 1069, 1074, 1076, 1077, 1080, 1083, 1084, 1085, 1087, 1088, 1089, 1098, 1099, 1101, 1106, 1107, 1113, 1114, 1116, 1117, 1126, 1127, 1128, 1129, 1130, 1131, 1132, 1136, 1137, 1138, 1145, 1147, 1148, 1152, 1154, 1155, 1156, 1157, 1161, 1162, 1163, 1165, 1166, 1167, 1170, 1174, 1175, 1176, 1178, 1188, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1202, 1203, 1208.

RECONSIGNMENT PRIVILEGE, 677, 749, 755, 759, 1028, 1090, 1091, 1105, 1112, 1139, 1143, 1186.

REFRIGERATOR CHARGES, 921, 941, 1043.

REHEARINGS, 840, 860, 864, 947, 1058, 1110.

RELATIVE RATES. *See* Reasonable Rates.

RELEASED RATES, 788.

REPARATION, 660, 664, 667, 671, 678, 680, 681, 684, 685, 688, 689, 690, 691, 693, 696, 697, 698, 703, 704, 705, 706, 707, 708, 709, 717, 720, 721, 722, 723, 724, 725, 732, 735, 736, 737, 738, 743, 744, 746, 748, 750, 751, 752, 753, 754, 755, 760, 769, 770, 772, 778, 780, 784, 785, 786, 787, 788, 789, 817, 818, 819, 820, 823, 824, 825, 832, 833, 836, 837, 841, 843, 850, 851, 852, 857, 859, 865, 867, 868, 869, 876, 881, 887, 890, 891, 893, 894, 895, 900, 901, 902, 904, 905, 911, 912, 915, 916, 917, 918, 927, 929, 937, 946, 949, 950, 951, 957, 958, 959, 961, 980, 981, 982, 983, 984, 985, 986, 988, 989, 991, 992, 1005, 1006, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1017, 1018, 1019, 1022, 1023, 1024, 1025, 1029, 1030, 1032, 1033, 1038, 1039, 1040, 1044, 1045, 1046, 1049, 1050, 1051, 1053, 1054, 1055, 1057, 1059, 1061, 1062, 1066, 1067, 1072, 1073, 1078, 1080, 1086, 1091, 1094, 1095, 1097, 1098, 1100, 1106, 1107, 1108, 1109, 1110, 1111, 1113, 1122, 1124, 1125, 1127, 1138, 1139, 1142, 1146, 1153, 1154, 1165, 1166, 1170, 1171, 1172, 1175, 1176, 1179, 1181, 1185, 1188, 1195, 1196, 1199, 1200, 1201, 1204, 1205, 1206, 1207.

ROUTING OF FREIGHT, 732, 734, 743, 748, 755, 831, 837, 852, 858, 879, 880, 929, 950, 1025, 1079, 1095, 1097, 1123, 1154, 1200.

STATE RAILROAD COMMISSIONS, 675, 1186.

STATUTE OF LIMITATIONS, 716, 733, 746, 756, 757, 823, 851, 894, 1110.

STOPPAGE IN TRANSIT, 801.

STORAGE, 749, 771, 922, 923, 924, 925, 1070, 1071, 1153.

STREET RAILWAYS. *See* Electric Railways.

SWITCHES, 679, 822, 823, 835, 961, 1102, 1148.

TARIFFS, 677, 727, 728, 741, 748, 749, 755, 758, 759, 767, 819, 864, 881, 916, 970, 971, 980, 990, 1007, 1008, 1022, 1043, 1047, 1048, 1057, 1062, 1096, 1105, 1115, 1118, 1119, 1123, 1125, 1139, 1143, 1145, 1169, 1174, 1201.

TERMINAL CHARGES (*see also* Switches), 1133, 1134, 1169, 1173.

THROUGH ROUTES, 731, 762, 829, 831, 944, 962, 963, 964, 987, 1020, 1021, 1050, 1056, 1074, 1081, 1135, 1136, 1151, 1152, 1189, 1197.

TICKETS. *See* Passengers.

UNDERCHARGES, 768.

UNJUST DISCRIMINATION, 670, 676, 699, 700, 703, 704, 776, 827, 834, 839, 840, 846, 847, 853, 854, 855, 856, 861, 862, 863, 866, 870, 871, 872, 877, 882, 883, 885, 886, 892, 925, 930, 942, 953, 954, 955, 956, 967, 968, 969, 972, 973, 974, 975, 976, 977, 978, 999, 1000, 1005, 1026, 1027, 1028, 1034, 1060, 1063, 1064, 1065, 1069, 1070, 1071, 1074, 1083, 1084, 1085, 1087, 1088, 1089, 1091, 1099, 1103, 1104, 1105, 1114, 1139, 1144, 1148, 1149, 1150, 1155, 1156, 1160, 1162, 1163, 1164, 1167, 1168, 1170, 1182, 1183, 1204, 1205, 1206, 1207.

VALUE, 673, 763, 774, 783, 811, 998.

WATER COMPETITION (*see also* Long and Short Haul Section; Preference or Advantage), 747, 795, 803, 804, 854, 862, 863, 889, 1131.

WEIGHT (*see also* Classification; Reasonable Rates), 743, 767, 780, 790, 791, 792, 793, 800, 804, 841, 842, 900, 921, 928, 932, 972, 979, 980, 983, 1022, 1043, 1057, 1066, 1082, 1140, 1141, 1142, 1180, 1181, 1185, 1187, 1201.

TABLE OF REPORTED CASES DECIDED DURING THE YEAR.

	Page.
Acme Cement Plaster Company <i>v.</i> Chicago & Alton Railroad Company. (17 I. C. C., 220).....	163
Acme Cement Plaster Company <i>v.</i> Lake Shore & Michigan Southern Railway Company. (17 I. C. C., 30).....	155
Advance Thresher Company <i>v.</i> Orange & Northwestern Railroad Company. (15 I. C. C., 599).....	125
Aetna Powder Company <i>v.</i> Chicago, Milwaukee & St. Paul Railway Company. (17 I. C. C., 165).....	160
Allen & Company <i>v.</i> Chicago, Milwaukee & St. Paul Railway Company. (16 I. C. C., 293).....	140
Allender <i>v.</i> Chicago, Burlington & Quincy Railroad Company. (16 I. C. C., 103).....	132
American Agricultural Chemical Company <i>v.</i> Erie Railroad Company. (16 I. C. C., 320).....	141
American Bankers' Association <i>v.</i> American Express Company. (15 I. C. C., 15).....	99
American Beet Sugar Company <i>v.</i> Chicago, Rock Island & Pacific Railway Company. (16 I. C. C., 288).....	140
American Cigar Company <i>v.</i> Chicago, Milwaukee & St. Paul Railway Company. (15 I. C. C., 618).....	126
American Coal Company of Allegany County <i>v.</i> Baltimore & Ohio Railroad Company. (17 I. C. C., 149).....	160
American Creosoting Works, Limited, <i>v.</i> Illinois Central Railroad Company. (15 I. C. C., 160).....	107
American Refractories Company <i>v.</i> Elgin, Joliet & Eastern Railroad Company. (15 I. C. C., 480).....	120
American Trust & Savings Bank, Trustee in Bankruptcy for the Metals Extraction & Refining Company, <i>v.</i> Chicago, Milwaukee & St. Paul Railway Company. (17 I. C. C., 11).....	154
Ames Brooks Company <i>v.</i> Rutland Railroad Company. (16 I. C. C., 479)....	148
Anderson, Clayton & Company <i>v.</i> St. Louis & San Francisco Railroad Company. (17 I. C. C., 12).....	154
Arkansas Fuel Company <i>v.</i> Chicago, Milwaukee & St. Paul Railway Company. (16 I. C. C., 95).....	131
Association of Union Made Garment Manufacturers of America <i>v.</i> Chicago & North Western Railway Company. (16 I. C. C., 405).....	145
Avery Manufacturing Company <i>v.</i> Atchison, Topeka & Santa Fe Railway Company. (16 I. C. C., 20).....	128
Awbrey & Semple <i>v.</i> Galveston, Harrisburg & San Antonio Railway Company. (17 I. C. C., 267).....	164
Baer Brothers Mercantile Company <i>v.</i> Missouri Pacific Railway Company. (17 I. C. C., 225).....	164
Bainbridge Board of Trade <i>v.</i> Louisville, Henderson & St. Louis Railway Company. (15 I. C. C., 586).....	125
Baltimore Chamber of Commerce <i>v.</i> Pennsylvania Railroad Company. (15 I. C. C., 341).....	115
Barrett Manufacturing Company <i>v.</i> Graham & Morton Transportation Company. (16 I. C. C., 399).....	145
Barrett Manufacturing Company <i>v.</i> Louisville & Nashville Railroad Company. (15 I. C. C., 196).....	109
Bartles Oil Company <i>v.</i> Chicago, Milwaukee & St. Paul Railway Company. (17 I. C. C., 146).....	160
Bartling Grain Company <i>v.</i> Missouri Pacific Railway Company. (16 I. C. C., 494).....	149
Barton, Reisinger, Davis Company <i>v.</i> St. Louis, Iron Mountain & Southern Railway Company. (15 I. C. C., 222).....	110

	Page.
Beatrice Creamery Company <i>v.</i> Illinois Central Railroad Company. (15 I. C. C., 109).....	105
Bedingfield & Company <i>v.</i> Wisconsin Central Railway Company. (16 I. C. C., 93).....	131
Beekman Lumber Company <i>v.</i> Chicago, Rock Island & Pacific Railway Company. (16 I. C. C., 528).....	150
Beekman Lumber Company <i>v.</i> Kansas City Southern Railway Company. (17 I. C. C., 86).....	158
Beekman Lumber Company <i>v.</i> St. Louis, Iron Mountain & Southern Railway Company. (15 I. C. C., 274).....	112
Beggs <i>v.</i> Wabash Railroad Company. (16 I. C. C., 208).....	136
Bennett <i>v.</i> Minneapolis, St. Paul & Sault Ste. Marie Railway Company. (15 I. C. C., 301).....	113
Bentley & Olmsted Company <i>v.</i> Lake Shore & Michigan Southern Railway Company. (17 I. C. C., 56).....	157
Big Blackfoot Milling Company <i>v.</i> Northern Pacific Railway Company. (16 I. C. C., 173).....	135
Black Mountain Coal Land Company <i>v.</i> Southern Railway Company. (15 I. C. C., 286).....	113
Blodgett Milling Company <i>v.</i> Chicago, Milwaukee & St. Paul Railway Company. (16 I. C. C., 384).....	144
Bluff City Oil Company <i>v.</i> St. Louis, Iron Mountain & Southern Railway Company. (16 I. C. C., 296).....	140
Blume & Company <i>v.</i> Wells Fargo & Company. (15 I. C. C., 53).....	103
Board of Mayor & Aldermen of the City of Bristol, Tenn., <i>v.</i> Southern Railway Company. (15 I. C. C., 487).....	121
Board of Mayor & Aldermen of the City of Bristol, Tenn., <i>v.</i> Virginia & South-western Railway Company. (15 I. C. C., 453).....	119
Board of Trade of Winston-Salem, N. C., and City of Winston, N. C., <i>v.</i> Norfolk & Western Railway Company. (16 I. C. C., 12).....	128
Boise Commercial Club <i>v.</i> Adams Express Company. (17 I. C. C., 115).....	159
Bowman-Kranz Lumber Company <i>v.</i> Chicago, Milwaukee & St. Paul Railway Company. (15 I. C. C., 277).....	113
Bregman & Company <i>v.</i> Pennsylvania Company. (15 I. C. C., 478).....	120
Brey, as Chairman of a Committee of the Commercial Exchange of Philadelphia, <i>v.</i> Pennsylvania Railroad Company. (16 I. C. C., 497).....	149
Brook-Rauch Mill & Elevator Company <i>v.</i> Missouri Pacific Railway Company. (17 I. C. C., 158).....	160
Bulte Milling Company <i>v.</i> Chicago & Alton Railroad Company. (15 I. C. C., 351).....	116
California Commercial Association <i>v.</i> Wells Fargo & Company. (16 I. C. C., 458).....	147
Cambria Steel Company <i>v.</i> Baltimore & Ohio Railroad Company. (15 I. C. C., 484).....	121
Carlin's Sons Company <i>v.</i> Baltimore & Ohio Railroad Company. (16 I. C. C., 477).....	148
Carstens Packing Company <i>v.</i> Butte, Anaconda & Pacific Railway Company. (15 I. C. C., 432).....	118
Carstens Packing Company <i>v.</i> Chicago, Milwaukee & St. Paul Railway Company. (16 I. C. C., 469).....	148
Carstens Packing Company <i>v.</i> Northern Pacific Railway Company. (15 I. C. C., 431).....	118
Carstens Packing Company <i>v.</i> Oregon Railroad & Navigation Company. (15 I. C. C., 482).....	120
Carstens Packing Company <i>v.</i> Oregon Railroad & Navigation Company. (17 I. C. C., 125).....	159
Carstens Packing Company <i>v.</i> Oregon Short Line Railroad Company. (15 I. C. C., 429).....	118
Carstens Packing Company <i>v.</i> Southern Pacific Company. (17 I. C. C., 6).....	154
Cedar Hill Coal & Coke Company <i>v.</i> Atchison, Topeka & Santa Fe Railway Company. (15 I. C. C., 73).....	104
Cedar Hill Coal & Coke Company <i>v.</i> Atchison, Topeka & Santa Fe Railway Company. (16 I. C. C., 402).....	145
Cedar Hill Coal & Coke Company <i>v.</i> Colorado & Southern Railway Company. (15 I. C. C., 546).....	123
Cedar Hill Coal & Coke Company <i>v.</i> Colorado & Southern Railway Company. (16 I. C. C., 387).....	144

	Page.
Cedar Hill Coal & Coke Company v. Colorado & Southern Railway Company. (16 I. C. C., 560).....	152
Celina Mill & Elevator Company v. St. Louis Southwestern Railway Company. (15 I. C. C., 138).....	106
Central Commercial Company v. Atchison, Topeka & Santa Fe Railway Company. (17 I. C. C., 166).....	161
Central Commercial Company v. Mobile, Jackson & Kansas City Railroad Company. (15 I. C. C., 25).....	100
Chamber of Commerce of the City of Milwaukee v. Chicago, Rock Island & Pacific Railway Company. (15 I. C. C., 460).....	119
Channon Company v. Lake Shore & Michigan Southern Railway Company. (15 I. C. C., 551).....	123
Chicago Lumber & Coal Company v. Tioga Southeastern Railway Company. (16 I. C. C., 323).....	141
Chilton Malting Company, Limited v. Chicago, Milwaukee & St. Paul Railway Company. (16 I. C. C., 10).....	128
City of Spokane, Wash., v. Northern Pacific Railway Company. (15 I. C. C., 376).....	117
City of Spokane, Wash., v. Northern Pacific Railway Company. (16 I. C. C., 179).....	135
Cohen & Company v. Southern Railway Company. (16 I. C. C., 177).....	135
Commercial Club of Hattiesburg v. Alabama Great Southern Railroad Company. (16 I. C. C., 534).....	151
Commercial Coal Company v. Baltimore & Ohio Railroad Company. (15 I. C. C., 11).....	99
Connolly-Fanning Company v. Pennsylvania Railroad Company. (17 I. C. C., 283).....	165
Contact Process Company v. New York, Chicago & St. Louis Railroad Company. (17 I. C. C., 184).....	162
Cooper & Son v. Chicago, Burlington & Quincy Railroad Company. (15 I. C. C., 324).....	114
Counsil v. St. Louis & San Francisco Railroad Company. (16 I. C. C., 188)....	136
Cozart v. Southern Railway Company. (16 I. C. C., 226).....	137
Crane Brothers v. Cincinnati, Hamilton & Dayton Railway Company. (16 I. C. C., 571).....	152
Crane Railroad Company v. Philadelphia & Reading Railway Company. (15 I. C. C., 248).....	111
Crosby & Meyers v. Goodrich Transit Company. (17 I. C. C., 175).....	161
Custodis Chimney Construction Company v. Southern Railway Company. (16 I. C. C., 584).....	153
Custodis Chimney Construction Company v. Vandalia Railroad Company. (16 I. C. C., 600).....	153
Darbyshire & Evans v. El Paso & Southwestern Railroad Company. (16 I. C. C., 435).....	146
Darbyshire-Harvie Iron & Machine Company v. El Paso & Southwestern Railroad Company. (15 I. C. C., 451).....	119
Darling & Company v. Baltimore & Ohio Railroad Company. (15 I. C. C., 79).....	104
Davenport Commercial Club v. Yazoo & Mississippi Valley Railroad Company. (16 I. C. C., 209).....	136
Davenport Pearl Button Company v. Chicago, Burlington & Quincy Railroad Company. (17 I. C. C., 193).....	162
Davies v. Illinois Central Railroad Company. (16 I. C. C., 376).....	143
Davies v. Illinois Central Railroad Company. (17 I. C. C., 186).....	162
Davis v. West Jersey Express Company. (16 I. C. C., 214).....	137
Dayton Chamber of Commerce v. Chicago, Milwaukee & St. Paul Railway Company. (16 I. C. C., 82).....	131
De Camp Brothers v. Southern Railway Company. (16 I. C. C., 144).....	133
Delray Salt Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company. (16 I. C. C., 507).....	149
Diehl, doing business as Capital Pine Company, v. Chicago, Milwaukee & St. Paul Railway Company. (16 I. C. C., 190).....	136
Douglas & Company v. Chicago, Rock Island & Pacific Railway Company. (16 I. C. C., 232).....	137
Duluth Log Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company. (16 I. C. C., 38).....	129

	Page.
Duluth Log Company <i>v.</i> Minnesota & International Railway Company. (15 I. C. C., 192).....	109
Duluth Log Company <i>v.</i> Minnesota & International Railway Company. (15 I. C. C., 627).....	126
Duncan & Company <i>v.</i> Nashville, Chattanooga & St. Louis Railway Company. (16 I. C. C., 590).....	153
Du Pont de Nemours Powder Company <i>v.</i> New York, New Haven & Hartford Railroad Company. (16 I. C. C., 351).....	142
Ellsworth Produce Company <i>v.</i> Union Pacific Railroad Company. (17 I. C. C., 182).....	161
Empire Oil Works <i>v.</i> Chicago, Milwaukee & St. Paul Railway Company. (16 I. C. C., 401).....	145
Enterprise Fuel Company <i>v.</i> Pennsylvania Railroad Company. (16 I. C. C., 219).....	137
Fairmont Creamery Company <i>v.</i> Pacific Express Company. (15 I. C. C., 134).....	106
Falls & Company <i>v.</i> Chicago, Rock Island & Pacific Railway Company. (15 I. C. C., 269).....	112
Farley & Loetscher Manufacturing Company <i>v.</i> Chicago, Milwaukee & St. Paul Railway Company. (15 I. C. C., 602).....	125
Federal Sugar Refining Company of Yonkers <i>v.</i> Baltimore & Ohio Railroad Company. (17 I. C. C., 40).....	156
Folmer & Company <i>v.</i> Great Northern Railway Company. (15 I. C. C., 33).....	101
Fort Dodge Commercial Club, of Fort Dodge, Iowa, <i>v.</i> Illinois Central Railroad Company. (16 I. C. C., 572).....	152
Foster Lumber Company <i>v.</i> Atchison, Topeka & Santa Fe Railway Company. (15 I. C. C., 56).....	103
Foster Lumber Company <i>v.</i> Atchison, Topeka & Santa Fe Railway Company. (17 I. C. C., 292).....	165
Gaines <i>v.</i> Seaboard Air Line Railway. (16 I. C. C., 471).....	148
General Chemical Company <i>v.</i> Norfolk & Western Railway Company. (15 I. C. C., 349).....	115
Germain Company <i>v.</i> New Orleans & Northeastern Railroad Company. (17 I. C. C., 22).....	155
Gilchrist <i>v.</i> Lake Erie & Western Railroad Company. (16 I. C. C., 318).....	141
Goddard Company <i>v.</i> Cleveland, Cincinnati, Chicago & St. Louis Railway Company. (16 I. C. C., 298).....	140
Godfrey & Son <i>v.</i> Texas, Arkansas & Louisiana Railway Company. (15 I. C. C., 65).....	103
Goff-Kirby Coal Company <i>v.</i> Bessemer & Lake Erie Railroad Company. (15 I. C. C., 553).....	124
Gough & Company <i>v.</i> Illinois Central Railroad Company. (15 I. C. C., 280).....	113
Grand Junction Mining & Fuel Company <i>v.</i> Colorado Midland Railway Company. (16 I. C. C., 452).....	147
Grand Rapids Plaster Company <i>v.</i> Pere Marquette Railroad Company. (15 I. C. C., 68).....	104
Great Western Oil Company <i>v.</i> Atchison, Topeka & Santa Fe Railway Company. (16 I. C. C., 505).....	149
Greater Des Moines Committee <i>v.</i> Chicago, Rock Island & Pacific Railway Company. (17 I. C. C., 54).....	156
Greater Des Moines Committee <i>v.</i> Chicago, Rock Island & Pacific Railway Company. (17 I. C. C., 57).....	157
Green Bay Business Men's Association <i>v.</i> Baltimore & Ohio Railroad Company. (15 I. C. C., 59).....	103
Guthrie <i>v.</i> Chicago, Rock Island & Pacific Railway Company. (16 I. C. C., 425).....	146
Hafey <i>v.</i> St. Louis & San Francisco Railroad Company. (15 I. C. C., 245).....	111
Hanna Coal Company <i>v.</i> Northern Pacific Railway Company. (16 I. C. C., 289).....	140
Harlow Lumber Company <i>v.</i> Atlantic Coast Line Railroad Company. (15 I. C. C., 501).....	121
Hartman Furniture & Carpet Company <i>v.</i> Wisconsin Central Railway Company. (15 I. C. C., 530).....	123
Havemeyer & Company <i>v.</i> Union Pacific Railroad Company. (17 I. C. C., 13).....	154
Heileman Brewing Company <i>v.</i> Chicago, Milwaukee & St. Paul Railway Company. (16 I. C. C., 396).....	144
Hendrickson Lumber Company <i>v.</i> Kansas City Southern Railway Company. (16 I. C. C., 129).....	133

	Page.
Herbeck-Demer Company v. Baltimore & Ohio Railroad Company. (17 I. C. C., 88).....	158
Hewitt & Connor v. Chicago & North Western Railway Company. (16 I. C. C., 431).....	146
Hill & Webb v. Missouri, Kansas & Texas Railway Company. (16 I. C. C., 569).....	152
Hitchman Coal & Coke Company v. Baltimore & Ohio Railroad Company. (16 I. C. C., 512).....	149
Holley Matthews Manufacturing Company v. Yazoo & Mississippi Valley Railroad Company. (15 I. C. C., 436).....	118
Hood & Sons v. Delaware and Hudson Company. (17 I. C. C., 15).....	154
Humbird Lumber Company v. Northern Pacific Railway Company. (16 I. C. C., 449).....	147
Hutcheson & Company v. Central of Georgia Railway Company. (16 I. C. C., 523).....	150
Hutchinson-McCandlish Coal Company v. Baltimore & Ohio Railroad Company. (16 I. C. C., 360).....	143
Hydraulic Press Brick Company v. Vandalia Railroad Company. (15 I. C. C., 175).....	108
In the matter of contracts of express companies for free transportation of their men and material over railroads. (16 I. C. C., 246).....	138
In the matter of jurisdiction over water carriers. (15 I. C. C., 205).....	110
In the matter of passes to clergymen and persons engaged in charitable work. (15 I. C. C., 45).....	102
In the matter of regulations governing sale of commutation tickets to school children. (17 I. C. C., 144).....	160
In the matter of through passenger routes via Portland, Oreg. (16 I. C. C., 300).....	140
Indiana Steel & Wire Company v. Chicago, Rock Island & Pacific Railway Company. (16 I. C. C., 155).....	134
Indianapolis Freight Bureau v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company. (15 I. C. C., 367).....	116
Indianapolis Freight Bureau v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company. (15 I. C. C., 370).....	116
Indianapolis Freight Bureau v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company. (15 I. C. C., 504).....	121
Indianapolis Freight Bureau v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company. (16 I. C. C., 56).....	130
Indianapolis Freight Bureau v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company. (16 I. C. C., 142).....	133
Indianapolis Freight Bureau v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company. (16 I. C. C., 254).....	138
Indianapolis Freight Bureau v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company. (16 I. C. C., 276).....	139
Indianapolis Freight Bureau v. Pennsylvania Railroad Company. (15 I. C. C., 567).....	124
Interstate Remedy Company v. American Express Company. (16 I. C. C., 436).....	146
Iowa Soap Company v. Chicago, Burlington & Quincy Railroad Company. (16 I. C. C., 444).....	147
Isbell-Brown Company v. Michigan Central Railroad Company. (15 I. C. C., 616).....	126
Jenks Lumber Company v. Southern Railway Company. (17 I. C. C., 58).....	157
Jobbins, Incorporated, v. Chicago & North Western Railway Company. (17 I. C. C., 297).....	165
Joice & Company v. Illinois Central Railroad Company. (15 I. C. C., 239).....	111
Jones & Sons Company v. Boston & Albany Railroad Company. (15 I. C. C., 226).....	110
Jones Lumber Company v. Chicago & North Western Railway Company. (15 I. C. C., 427).....	118
Joyes v. Pennsylvania Railroad Company. (17 I. C. C., 361).....	166
Kalispell Lumber Company v. Great Northern Railway Company. (16 I. C. C., 164).....	135
Kansas City Hay Company v. Chicago, Milwaukee & St. Paul Railway Company. (16 I. C. C., 100).....	132
Kansas City Transportation Bureau of the Commercial Club v. Atchison, Topeka & Santa Fe Railway Company. (15 I. C. C., 491).....	121

	Page.
Kansas City Transportation Bureau of the Commercial Club <i>v.</i> Atchison, Topeka & Santa Fe Railway Company. (16 I. C. C., 195).....	136
Kaye & Carter Lumber Company <i>v.</i> Minnesota & International Railway Company. (16 I. C. C., 285).....	139
Kaye & Carter Lumber Company <i>v.</i> Minnesota & International Railway Company. (17 I. C. C., 209).....	162
Keich Manufacturing Company <i>v.</i> St. Louis & San Francisco Railroad Company. (15 I. C. C., 230).....	110
Keystone Coal Company <i>v.</i> Illinois Central Railroad Company. (16 I. C. C., 336).....	142
Kile & Morgan Company <i>v.</i> Deepwater Railway Company. (15 I. C. C., 235)...	111
Kindel <i>v.</i> New York, New Haven & Hartford Railroad Company. (15 I. C. C., 555).....	124
Kindelon, Doing Business Under the Name of The Standard Hardwood Lumber Company <i>v.</i> Southern Pacific Company. (17 I. C. C., 251).....	164
Kiser Company <i>v.</i> Central of Georgia Railway Company. (17 I. C. C., 430)...	166
Kurtz <i>v.</i> Pennsylvania Company. (16 I. C. C., 410).....	145
Lagomarcino-Grupe Company <i>v.</i> Illinois Central Railroad Company. (16 I. C. C., 151).....	134
Laning-Harris Coal & Grain Company <i>v.</i> St. Louis & San Francisco Railroad Company. (15 I. C. C., 37).....	101
La Salle Paper Company <i>v.</i> Michigan Central Railroad Company. (16 I. C. C., 149).....	134
Lautz Brothers & Company, Incorporated, <i>v.</i> Lehigh Valley Railroad Company. (17 I. C. C., 167).....	161
Lee-Warren Milling Company <i>v.</i> Chicago, Rock Island & Pacific Railway Company. (16 I. C. C., 422).....	146
Lindsay Brothers <i>v.</i> Baltimore & Ohio Southwestern Railroad Company. (16 I. C. C., 6).....	127
Lindsay Brothers <i>v.</i> Grand Rapids & Indiana Railway Company. (15 I. C. C., 182).....	109
Lindsay Brothers <i>v.</i> Grand Rapids & Indiana Railway Company. (16 I. C. C., 441).....	147
Lindsay Brothers <i>v.</i> Lake Shore & Michigan Southern Railway Company. (15 I. C. C., 284).....	113
Lindsay Brothers <i>v.</i> Michigan Central Railroad Company. (15 I. C. C., 40)...	102
Link-Belt Company <i>v.</i> Chicago & North Western Railway Company. (16 I. C. C., 566).....	152
MacGillis & Gibbs Company <i>v.</i> Chicago & Eastern Illinois Railroad Company. (16 I. C. C., 40).....	129
Mac Gillis & Gibbs Company <i>v.</i> Chicago, Milwaukee & St. Paul Railway Company. (15 I. C. C., 329).....	114
Manahan <i>v.</i> Northern Pacific Railway Company. (17 I. C. C., 95).....	158
Marble Falls Insulator Pin Company <i>v.</i> Houston & Texas Central Railroad Company. (15 I. C. C., 167).....	108
Maricopa County Commercial Club <i>v.</i> Wells Fargo & Company. (16 I. C. C., 182)	135
Marshall & Michel Grain Company <i>v.</i> St. Louis & San Francisco Railroad Company. (16 I. C. C., 385).....	144
Masurite Explosive Company <i>v.</i> Norfolk & Western Railway Company. (16 I. C. C., 530).....	150
Maxwell <i>v.</i> Adams Express Company. (15 I. C. C., 609).....	125
Memorandum: When a cause of action accrues under the act to regulate commerce. (15 I. C. C., 201).....	110
Memphis Cotton Oil Company <i>v.</i> Illinois Central Railroad Company. (17 I. C. C., 313).....	165
Memphis Freight Bureau <i>v.</i> Kansas City Southern Railway Company. (17 I. C. C., 90).....	158
Menefee Lumber Company <i>v.</i> Texas & Pacific Railway Company. (15 I. C. C., 49).....	102
Merchants Cotton Press & Storage Company <i>v.</i> Illinois Central Railroad Company. (17 I. C. C., 98).....	158
Merriam & Holmquist <i>v.</i> Union Pacific Railroad Company. (16 I. C. C., 337)...	142
Metropolitan Paving Brick Company <i>v.</i> Ann Arbor Railroad Company. (17 I. C. C., 197).....	162
Michigan Buggy Company <i>v.</i> Grand Rapids & Indiana Railway Company. (15 I. C. C., 297).....	113

	Page.
Midland Mill & Elevator Company <i>v.</i> Kansas Southwestern Railway Company. (15 I. C. C., 610).....	126
Milling-in-Transit Rates, <i>In re.</i> (17 I. C. C., 113).....	159
Milwaukee Electric Railway & Light Company <i>v.</i> Chicago, Milwaukee & St. Paul Railway Company. (15 I. C. C., 468).....	120
Milwaukee Falls Chair Company <i>v.</i> Chicago, Milwaukee & St. Paul Railway Company. (16 I. C. C., 217).....	137
Mineral Point Zinc Company <i>v.</i> Wabash Railroad Company. (16 I. C. C., 440).....	146
Minneapolis Threshing Machine Company <i>v.</i> Chicago, St. Paul, Minneapolis & Omaha Railway Company. (16 I. C. C., 193).....	136
Minneapolis Threshing Machine Company <i>v.</i> Chicago, St. Paul, Minneapolis & Omaha Railway Company. (17 I. C. C., 189).....	162
Moise Brothers Company <i>v.</i> Chicago, Rock Island & Pacific Railway Company. (16 I. C. C., 550).....	151
Monarch Milling Company <i>v.</i> Chicago, Rock Island & Pacific Railway Company. (17 I. C. C., 1).....	154
Monroe Progressive League <i>v.</i> St. Louis, Iron Mountain & Southern Railway Company. (15 I. C. C., 534).....	123
Munroe & Sons <i>v.</i> Michigan Central Railroad Company. (17 I. C. C., 27).....	155
Montague & Company <i>v.</i> Atchison, Topeka & Santa Fe Railway Company. (17 I. C. C., 72).....	157
Montgomery Freight Bureau <i>v.</i> Western Railway of Alabama. (15 I. C. C., 199).....	109
Morse Produce Company <i>v.</i> Chicago, Milwaukee & St. Paul Railway Company. (15 I. C. C., 334).....	115
Mountain Ice Company <i>v.</i> Delaware, Lackawanna & Western Railroad Company. (15 I. C. C., 305).....	114
Muskogee Traffic Bureau <i>v.</i> Atchison, Topeka & Santa Fe Railway Company. (17 I. C. C., 169).....	161
National Lumber Company <i>v.</i> San Pedro, Los Angeles & Salt Lake Railroad Company. (15 I. C. C., 434).....	118
National Petroleum Association and National Refining Company <i>v.</i> Louisville & Nashville Railroad Company. (15 I. C. C., 473).....	120
Naylor & Company <i>v.</i> Lehigh Valley Railroad Company. (15 I. C. C., 9).....	99
Nebraska-Iowa Grain Company <i>v.</i> Union Pacific Railroad Company. (15 I. C. C., 90).....	104
Neufeld <i>v.</i> Chicago, Milwaukee & St. Paul Railway Company. (16 I. C. C., 26).....	128
New Albany Box & Basket Company <i>v.</i> Illinois Central Railroad Company. (16 I. C. C., 315).....	140
Newark Machine Company <i>v.</i> Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company. (16 I. C. C., 291).....	140
New Orleans Board of Trade, Limited, <i>v.</i> Louisville & Nashville Railroad Company. (17 I. C. C., 231).....	164
Newton Gum Company <i>v.</i> Chicago, Burlington & Quincy Railroad Company. (16 I. C. C., 341).....	142
Noble <i>v.</i> Chicago, Milwaukee & St. Paul Railway Company. (16 I. C. C., 420).....	146
Noble <i>v.</i> St. Louis & San Francisco Railroad Company. (16 I. C. C., 186).....	135
Nollenberger <i>v.</i> Missouri Pacific Railway Company. (15 I. C. C., 595).....	125
North Brothers <i>v.</i> Chicago, Milwaukee & St. Paul Railway Company. (15 I. C. C., 70).....	104
Northern Coal & Coke Company <i>v.</i> Colorado & Southern Railway Company. (16 I. C. C., 369).....	143
Olympia Brewing Company <i>v.</i> Northern Pacific Railway Company. (17 I. C. C., 178).....	161
Otis Elevator Company <i>v.</i> Chicago Great Western Railway Company. (16 I. C. C., 502).....	149
Otis Elevator Company <i>v.</i> New York Central & Hudson River Railroad Company. (17 I. C. C., 3).....	154
Ottumwa Pickle Company <i>v.</i> Chicago, Milwaukee & St. Paul Railway Company. (16 I. C. C., 368).....	143
Ozark Fruit Growers' Association <i>v.</i> St. Louis & San Francisco Railroad Company. (16 I. C. C., 106).....	132
Ozark Fruit Growers' Association <i>v.</i> St. Louis & San Francisco Railroad Company. (16 I. C. C., 134).....	133
Ozark Fruit Growers' Association <i>v.</i> St. Louis & San Francisco Railroad Company. (16 I. C. C., 153).....	137
Pacific Coast Lumber Manufacturers' Association <i>v.</i> Northern Pacific Railway Company. (16 I. C. C., 465).....	144

	Page.
Palmer & Miller <i>v.</i> Lake Erie & Western Railroad Company. (15 I. C. C., 107).	105
Paola Refining Company <i>v.</i> Missouri, Kansas & Texas Railway Company. (15 I. C. C., 29).....	100
Parlin & Orendorff Company <i>v.</i> St. Louis, Iron Mountain & Southern Railway Company. (15 I. C. C., 145).....	106
Partridge Lumber Company <i>v.</i> Great Northern Railway Company. (17 I. C. C., 276).....	165
Payne <i>v.</i> Morgan's Louisiana & Texas Railroad & Steamship Company. (15 I. C. C., 185).....	109
Pease Brothers Furniture Company <i>v.</i> San Pedro, Los Angeles & Salt Lake Railroad Company. (17 I. C. C., 223).....	163
Peerless Agencies Company <i>v.</i> Atchison, Topeka & Santa Fe Railway Company. (17 I. C. C., 218).....	163
Penrod Walnut & Veneer Company <i>v.</i> Chicago, Burlington & Quincy Railroad Company. (15 I. C. C., 326).....	114
Pepperell Manufacturing Company <i>v.</i> Texas Southern Railway Company. (16 I. C. C., 353).....	143
Percy Kent Company <i>v.</i> New York Central & Hudson River Railroad Company. (15 I. C. C., 439).....	119
Philip <i>v.</i> Chicago, Milwaukee & St. Paul Railway Company. (16 I. C. C., 418).....	145
Phillips <i>v.</i> New York & Boston Despatch Express Company. (15 I. C. C., 631).....	127
Pilant <i>v.</i> Atchison, Topeka & Santa Fe Railway Company. (15 I. C. C., 178).....	108
Place <i>v.</i> Toledo, Peoria & Western Railway Company. (15 I. C. C., 543).....	123
Planters Gin & Compress Company <i>v.</i> Yazoo & Mississippi Valley Railroad Company. (16 I. C. C., 131).....	133
Pleasant Hill Lumber Company <i>v.</i> St. Louis Southwestern Railway Company. (15 I. C. C., 532).....	123
Porter <i>v.</i> St. Louis & San Francisco Railroad Company. (15 I. C. C., 1).....	99
Preston <i>v.</i> Chesapeake & Ohio Railway Company. (16 I. C. C., 565).....	152
Pyro Art Club <i>v.</i> United States Express Company. (16 I. C. C., 37).....	129
Racine-Sattley Company <i>v.</i> Chicago, Milwaukee & St. Paul Railway Company. (16 I. C. C., 488).....	148
Railroad Commission of Wisconsin <i>v.</i> Chicago & North Western Railway Company. (16 I. C. C., 85).....	131
Railroad Commissioners of the State of Florida <i>v.</i> Seaboard Air Line Railway Company. (16 I. C. C., 1).....	127
Red Wing Linseed Company <i>v.</i> Chicago, Milwaukee & St. Paul Railway Company. (15 I. C. C., 47).....	102
Reddick <i>v.</i> Michigan Central Railroad Company. (16 I. C. C., 492).....	149
Rentz Brothers, Incorporated, <i>v.</i> Chicago, Burlington & Quincy Railroad Company. (15 I. C. C., 7).....	99
Rodehaver <i>v.</i> Missouri, Kansas & Texas Railway Company. (16 I. C. C., 146).....	134
Rogers <i>v.</i> Oregon Railroad & Navigation Company. (16 I. C. C., 424).....	146
Roper Lumber-Cedar Company <i>v.</i> Chicago & North Western Railway Company. (16 I. C. C., 382).....	144
Roper Lumber-Cedar Company <i>v.</i> Chicago & North Western Railway Company. (16 I. C. C., 397).....	145
Rosenbaum Grain Company <i>v.</i> Missouri, Kansas & Texas Railway Company. (15 I. C. C., 499).....	121
Royal Brewing Company <i>v.</i> Adams Express Company. (15 I. C. C., 255).....	112
Saginaw Board of Trade <i>v.</i> Grand Trunk Railway Company. (17 I. C. C., 128).....	159
Salomon Brothers & Company <i>v.</i> New Orleans & Northwestern Railroad Company. (15 I. C. C., 332).....	114
Sanford <i>v.</i> Western Express Company. (16 I. C. C., 32).....	129
Scully Steel & Iron Company <i>v.</i> Lake Shore & Michigan Southern Railway Company. (16 I. C. C., 358).....	143
Shippers' & Receivers' Bureau of Newark <i>v.</i> New York, Ontario & Western Railway Company. (15 I. C. C., 264).....	112
Sligo Iron Store Company <i>v.</i> Atchison, Topeka & Santa Fe Railway Company. (17 I. C. C., 139).....	159
Slimmer & Thomas <i>v.</i> Pennsylvania Company. (16 I. C. C., 531).....	150
Smith & Company <i>v.</i> Missouri & North Arkansas Railroad Company. (15 I. C. C., 449).....	119
Smith Manufacturing Company <i>v.</i> Chicago, Milwaukee & Gary Railway Company. (16 I. C. C., 447).....	147
Snook & Janes <i>v.</i> Atchison, Topeka & Santa Fe Railway Company. (16 I. C. C., 356).....	143

	Page.
Sondheimer Company <i>v.</i> Illinois Central Railroad Company. (17 I. C. C., 60).	157
Southern Kansas Millers Commercial Club <i>v.</i> Atchison, Topeka & Santa Fe Railway Company. (15 I. C. C., 604).....	125
Southern Kansas Millers Commercial Club <i>v.</i> Atchison, Topeka & Santa Fe Railway Company. (15 I. C. C., 607).....	125
Southern Kansas Millers Commercial Club <i>v.</i> Chicago, Rock Island & Pacific Railway Company. (15 I. C. C., 605).....	125
Standard Lime & Stone Company <i>v.</i> Cumberland Valley Railroad Company. (15 I. C. C., 620).....	126
State of Oklahoma <i>v.</i> Chicago, Rock Island & Pacific Railway Company. (15 I. C. C., 42).....	102
Stock Yards Cotton & Linseed Meal Company <i>v.</i> Chicago, Milwaukee & St. Paul Railway Company. (16 I. C. C., 366).....	143
Stone-Ordean-Wells Company <i>v.</i> Chicago, Burlington & Quincy Railroad Company. (16 I. C. C., 30).....	129
Stone-Ordean-Wells Company <i>v.</i> Northern Pacific Railway Company. (16 I. C. C., 313).....	140
Sunderland Brothers Company <i>v.</i> Chicago & North Western Railway Company. (16 I. C. C., 212).....	137
Sunderland Brothers Company <i>v.</i> Chicago & North Western Railway Company. (16 I. C. C., 433).....	146
Sunderland Brothers Company <i>v.</i> Pere Marquette Railroad Company. (16 I. C. C., 450).....	147
Sunnyside Coal Mining Company <i>v.</i> Denver & Rio Grande Railroad Company. (16 I. C. C., 558).....	152
Swift & Company <i>v.</i> Chicago & Alton Railroad Company. (16 I. C. C., 426).....	146
Swift & Company <i>v.</i> Texas & Pacific Railway Company. (16 I. C. C., 442).....	147
Taylor <i>v.</i> Missouri Pacific Railway Company. (15 I. C. C., 165).....	108
Thatcher Manufacturing Company <i>v.</i> New York Central & Hudson River Railroad Company. (16 I. C. C., 126).....	133
Thomas <i>v.</i> Chicago, Milwaukee & St. Paul Railway Company. (15 I. C. C., 584).....	125
Thomas <i>v.</i> Chicago, Milwaukee & St. Paul Railway Company. (16 I. C. C., 364).....	143
Trostel & Sons <i>v.</i> Minneapolis, St. Paul & Sault Ste. Marie Railway Company. (16 I. C. C., 348).....	142
Tully Grain Company <i>v.</i> Fort Smith & Western Railroad Company. (16 I. C. C., 28).....	128
Turnbull Company <i>v.</i> Erie Railroad Company. (17 I. C. C., 123).....	159
Tyler Commission Company <i>v.</i> Chicago, Milwaukee & St. Paul Railway Company. (16 I. C. C., 490).....	148
United States <i>v.</i> Adams Express Company. (16 I. C. C., 394).....	144
United States <i>v.</i> Baltimore & Ohio Railroad Company. (15 I. C. C., 470).....	120
United States <i>v.</i> New York, Philadelphia & Norfolk Railroad Company. (15 I. C. C., 233).....	111
Valley Flour Mills <i>v.</i> Atchison, Topeka & Santa Fe Railway Company. (16 I. C. C., 73).....	130
Van Brunt Manufacturing Company <i>v.</i> Chicago, Milwaukee & St. Paul Railway Company. (17 I. C. C., 195).....	162
Venus <i>v.</i> St. Louis, Iron Mountain & Southern Railway Company. (15 I. C. C., 136).....	106
Virginia-Carolina Chemical Company <i>v.</i> St. Louis Southwestern Railway Company. (16 I. C. C., 49).....	130
Voorhees <i>v.</i> Atlantic Coast Line Railroad Company. (16 I. C. C., 42).....	129
Voorhees <i>v.</i> Atlantic Coast Line Railroad Company. (16 I. C. C., 45).....	130
Wakita Coal & Lumber Company <i>v.</i> Atchison, Topeka & Santa Fe Railway Company. (15 I. C. C., 533).....	123
Washer Grain Company <i>v.</i> Missouri Pacific Railway Company. (15 I. C. C., 147).....	106
Washington Broom & Woodenware Company <i>v.</i> Chicago, Rock Island & Pacific Railway Company. (15 I. C. C., 219).....	110
Watson Company <i>v.</i> Lake Shore & Michigan Southern Railway Company. (16 I. C. C., 124).....	133
Weber Club & International Fair Association <i>v.</i> Oregon Short Line Railroad Company. (17 I. C. C., 212).....	163
Wells-Higman Company <i>v.</i> Grand Rapids & Indiana Railway Company. (16 I. C. C., 339).....	142
West End Improvement Club <i>v.</i> Omaha & Council Bluffs Railway & Bridge Company. (17 I. C. C., 239).....	164

	Page.
West Texas Fuel Company <i>v.</i> Texas & Pacific Railway Company. (15 I. C. C., 443).....	119
Wheeler Lumber, Bridge & Supply Company <i>v.</i> Chicago, Milwaukee & St. Paul Railway Company. (16 I. C. C., 525).....	150
Wheeler Lumber, Bridge & Supply Company <i>v.</i> Southern Pacific Company. (16 I. C. C., 547).....	151
Whitcomb <i>v.</i> Chicago & North Western Railway Company. (15 I. C. C., 27).....	100
White Brothers <i>v.</i> Atchison, Topeka & Santa Fe Railway Company. (17 I. C. C., 288).....	165
Williams Company <i>v.</i> Vicksburg, Shreveport & Pacific Railway Company. (16 I. C. C., 482).....	148
Williamson <i>v.</i> Oregon Short Line Railroad Company. (15 I. C. C., 228).....	110
Wilson Produce Company <i>v.</i> Pennsylvania Railroad Company. (16 I. C. C., 116).....	132
Windsor Milling & Elevator Company <i>v.</i> Colorado & Southern Railway Company. (16 I. C. C., 349).....	142
Winn Parish Lumber Company <i>v.</i> Arkansas Southern Railway Company. (16 I. C. C., 335).....	142
Winters Metallic Paint Company <i>v.</i> Chicago, Milwaukee & St. Paul Railway Company. (16 I. C. C., 562).....	152
Winters Metallic Paint Company <i>v.</i> Chicago, Milwaukee & St. Paul Railway Company. (16 I. C. C., 587).....	153
Wisconsin Pearl Button Company <i>v.</i> Chicago, St. Paul, Minneapolis & Omaha Railway Company. (16 I. C. C., 80).....	131
Wood Butter Company <i>v.</i> Cleveland, Cincinnati, Chicago & St. Louis Railway Company. (16 I. C. C., 374).....	143
Woodward & Dickerson <i>v.</i> Louisville & Nashville Railroad Company. (15 I. C. C., 170).....	108
Woodward & Dickerson <i>v.</i> Louisville & Nashville Railroad Company. (17 I. C. C., 9).....	154
Wyman, Partridge & Company <i>v.</i> Boston & Maine Railroad Company. (15 I. C. C., 577).....	124
Yawman & Erbe Manufacturing Company <i>v.</i> Atchison, Topeka & Santa Fe Railway Company. (15 I. C. C., 260).....	112
Zellerbach Paper Company <i>v.</i> Atchison, Topeka & Santa Fe Railway Company. (16 I. C. C., 128).....	133

APPENDIX C.

DIGEST OF COURT DECISIONS.

DIGEST OF COURT DECISIONS.

APPLICATION OF CARLOAD RATES TO CONSOLIDATED CARLOAD SHIPMENTS.

In the case of *Export Shipping Company v. Wabash Railroad Company*, 14 I. C. C. Rep., 437, the Commission was called upon to determine the legality of tariff rules providing that so-called "consolidated" carload shipments—i. e., carload shipments consisting of small lots of merchandise of various ownership assembled before delivery to the carrier and consigned under a single bill of lading to a single consignee—shall be denied the benefit of carload rates.

The Commission held that a carrier may not properly look beyond the transportation to the ownership of a shipment as a basis for determining the applicability of its rates. This holding was condemned as violative of those provisions of the act which forbid the collection of a greater or less compensation from any person for the transportation of property than is collected from other persons for a like and contemporaneous service in the transportation of a like kind of traffic under substantially similar circumstances and conditions. Upon application to the circuit court for the southern district of New York, that court on November 27, 1908, granted an injunction suspending the operation of the order of the Commission. *Delaware, Lackawanna & Western Railroad Company v. Interstate Commerce Commission*, 166 Fed. Rep., 499. No opinion was handed down, the court stating that a majority of the court was in accord with the reasoning and conclusions expressed in the dissenting report of the minority of the Commission.

COMMODITIES CLAUSE DECISION.

The United States Supreme Court on May 3, 1909, rendered its decision in the case of *United States v. Delaware & Hudson Company*, 213 U. S., 366. The court reversed the decision of the circuit court of the United States for the eastern district of Pennsylvania and remanded the case, with directions for such further proceedings as may be necessary to apply and enforce the statute as the court interpreted it. The court held that the dissociation of railway companies prior to transportation from the articles or commodities transported is the common purpose of the provisions of the Hepburn Act, making it unlawful for a railway carrier to transport in interstate commerce articles or commodities manufactured, mined, or produced by it.

It was further held that transportation of its own commodities by a carrier is all that is forbidden by this clause, and if the carrier has not in good faith, before the act of transportation, dissociated itself therefrom, the law condemns the act. But the ownership by a railway carrier of a stock in a bona fide corporation manufacturing, mining, producing, or owning the commodity carried is not the interest, direct or indirect, in such commodity forbidden to the carrier by the statute. The law refers to only a legal or equitable interest in the commodities to which the act applies.

The court further held that railway companies enjoying the right under state legislation of ownership of or association with the articles or commodities carried are not denied the due process of law guaranteed by the United States Constitution because of the commodities clause, and that the exception in favor of timber and manufactured products thereof in the clause does not render the statute invalid for discrimination.

BURNHAM, HANNA, MUNGER, AND KINDEL CASES.

Chicago, Rock Island & Pacific Railway Company v. Interstate Commerce Commission, 171 Fed. Rep., 680. See page 33 of text of this annual report.

ST. LOUIS HAY & GRAIN CASE.

On June 1 last the Supreme Court of the United States reversed the judgments of the circuit court for the eastern district of Illinois and of the circuit

court of appeals for the seventh circuit in the case of the *Southern Railway Company v. St. Louis Hay & Grain Company*, 214 U. S., 297. In this decision the court held that a carrier which is at service and expense in stopping goods in transit for inspection and reloading for the benefit of the shipper is entitled to compensation in addition to the actual expense incurred. While this Commission has held, and its order has been affirmed by the circuit court and circuit court of appeals, that a carrier can not charge for a service rendered at the request and for the benefit of a shipper any amount in excess of the actual expense incurred, and fix a rate less than the Supreme Court considers reasonable, that court can not, where the testimony has not been preserved in the record, fix a fair and reasonable charge, but will reverse the judgments of both courts and remand the case to the former court with instructions to send the matter back to this Commission for further investigation and report.

HECKER-JONES-JEWELL MILLING COMPANY CASE.

New York Central & Hudson River Railroad Company v. Interstate Commerce Commission, 168 Fed. Rep., 131. See page 30 of text of this annual report.

UNJUST DISCRIMINATION BETWEEN SHIPPERS.

The United States circuit court of appeals for the third circuit, on October 6 last, sustained the opinion of the court below in the case of *Pennsylvania Railroad Company v. International Coal Mining Company*, 173 Fed. Rep., 1, wherein the court held that the phrase "substantially similar circumstances and conditions," occurring in section 2, relates to the circumstances and conditions of carriage only, and does not include matters affecting individual shippers. The court declared that a railroad company is not authorized to charge one shipper of coal a lower rate than is charged another shipper between the same terminals, because the former is shipping under contracts extending over a term of years, based on lower rates which were in force when such contracts were made, while the other shipper has no such contracts. The measure of damages recoverable is the difference between the amount paid by plaintiff and the amount it would have paid at the lowest rate charged on any other shipment carried under substantially the same circumstances and conditions during the same time, and not the difference between the rates paid by it and the average rate paid by any other shipper.

It was further declared in this case that in order to entitle a shipper to maintain an action against a railroad company under section 8, to recover damages for being unjustly discriminated against in rates, it is not necessary that he should have paid the freight charged under protest. It was also held that a coal shipper, which, with others, was given rebates by a railroad company in violation of law, can not maintain an action against a carrier to recover damages for discrimination because others were granted larger rebates.

REFUSAL TO RECEIVE C. O. D. SHIPMENTS OF LIQUOR.

In the case of *Burke v. Platt*, 172 Fed. Rep., 777, decided September 16, 1909, the circuit court for the northern district of West Virginia held that a rule of an express company by which it declines to receive shipments of liquor C. O. D. is reasonable and valid where it applies to all shippers and all localities alike, and where it is shown that the acceptance of such business has resulted in loss to the company and detriment to its business through unclaimed packages, delays in deliveries, rendering its places of business unpleasant to other patrons, and in other ways, such as to justify the rule as a business regulation.

PUBLICITY OF RATES.

United States v. Illinois Terminal Railway Company, 168 Fed. Rep., 546. See page 10 of text of this annual report.

FREE TRANSPORTATION BY EXPRESS COMPANIES.

The United States Supreme Court in the case of *American Express Company v. United States*, 212 U. S., 522, on February 23 last, affirmed the decision of the circuit court for the northern district of Illinois, which held that the act to regulate commerce prohibits express companies from giving free transportation of personal packages to their officers and employees and members of

their families and to the officers of other transportation companies and members of their families in exchange for passes issued by the latter to the officers of the express companies. It was also declared that the proviso of the Hepburn Act, following language appertaining solely to the carriage of passengers, that its provisions shall not be construed to prohibit the interchange of passes for the officers, agents, and employees of common carriers and their families, or to prohibit any common carrier from carrying passengers free in certain cases, does not embrace free transportation by express companies, although, by the terms of the act, express companies are deemed common carriers.

INJUNCTION TO RESTRAIN PROPOSED RATES.

On October 5, 1908, the circuit court of appeals for the ninth circuit, in *Northern Pacific Railway Company v. Pacific Coast Lumber Manufacturers' Association*, 165 Fed. Rep., 1, held that under section 22 of the act a circuit court of the United States has jurisdiction of a suit to enjoin railroad companies from filing or enforcing a proposed new schedule of rates alleged to be unjust and unreasonable pending a determination of their reasonableness by the Commission where it is shown that their enforcement would result in irreparable injury to complainants.

In *Great Northern Railway v. Kalispell Lumber Company*, 165 Fed. Rep., 25, decided by the same court of appeals on the same day as the last-mentioned case, it was held that under the act the Commission has original and exclusive jurisdiction to determine the question of the reasonableness of an established rate for the interstate transportation of freight, and when a schedule of rates has been duly filed and has gone into effect the rates thereby prescribed are the only lawful rates until changed by the Commission, and a court has no power to enjoin their enforcement.

In *Thacker Coal & Coke Company v. Norfolk & Western Railroad Company*, 171 Fed. Rep., 271, injunction was prayed for to prevent the railway company from filing with this Commission a new and increased schedule of joint rates governing the shipment of coal from certain points in West Virginia to certain points on the Great Lakes. The circuit court for the southern district of West Virginia, upon motion of plaintiff and without notice to defendant, granted a temporary restraining order or injunction restraining the defendant from filing the said schedule of proposed rates with the Commission pending the further order of the court.

In *Columbus Iron & Steel Company v. Kanawha & Michigan Railway Company*, 171 Fed. Rep., 713, the circuit court for the southern district of West Virginia on May 27, 1909, held that a circuit court of the United States possessed no jurisdiction, prior to the enactment by Congress of legislation regulating the transportation of interstate commerce, to enjoin the promulgation and enforcement generally by a carrier of a particular rate or schedule of rates as unreasonable. The power of such court was at that time limited in any case to the protection of an individual shipper against the exaction from him of an unreasonable rate or charge, either local or interstate, when it has jurisdiction by reason of diverse citizenship. The court further held that it has no jurisdiction under the Hepburn Act to enjoin the filing, publication, or enforcement of a proposed rate alleged to be unreasonable in advance of action thereon by the Commission, which is invested with exclusive jurisdiction to determine the reasonableness of rates in the first instance.

On July 8, 1909, the circuit court for the western district of Virginia, in *Houston Coal & Coke Company v. Norfolk & Western Railway Company*, 171 Fed. Rep., 723, decided that a circuit court of the United States is without jurisdiction to enjoin the establishment of an interstate freight rate by a carrier or to enjoin the enforcement of a new rate which has been published and filed before its reasonableness and validity have been passed upon by the Commission.

In *Atlantic Coast Line Railroad Company v. Macon Grocery Company*, 166 Fed. Rep., 206, decided by the circuit court of appeals for the fifth circuit on January 5 last, it was held that shippers can not maintain a suit in equity to prevent the filing or enforcement of a schedule of rates, or a change to unjust or unreasonable rates, pending determination of the reasonableness thereof by the Commission. But the circuit court for the eastern district of Pennsylvania on January 28 last, in *Central Railroad Company of New Jersey v. Hite*, 166 Fed. Rep., 976, decided that it has jurisdiction to determine in the first instance the question of the indebtedness of a shipper to a railroad

company for demurrage, under the rules adopted by the company and filed with the Commission, where it depends on the construction and not upon the reasonableness or unreasonableness of such rules, although the latter question is primarily one for the Commission. The circuit court of appeals for the third circuit, on June 7 last, affirmed the circuit court upon this point. 171 Fed. Rep., 370.

On July 9, 1909, the circuit court for the district of New Jersey, in *Lyne v. Delaware, Lackawanna & Western Railroad Company*, 170 Fed. Rep., 847, held that a shipper may maintain an action at law, under the act to regulate commerce, to recover damages from an interstate railroad company because of the giving of a preference or advantage to another shipper by permitting him to keep cars on its terminal tracks without payment of the charges fixed by its schedules while denying the same right to plaintiff.

On April 19, 1909, the circuit court for the eastern district of Arkansas, in *In Re Arkansas Railroad Rates*, 168 Fed. Rep., 720, held that though the making of carriers' rates is a legislative, not a judicial, act, within the jurisdiction of the courts, and courts can not make rates on a final hearing, the court, for the purpose of requiring complainant, who has obtained a preliminary injunction against alleged confiscatory rates, to do equity, and prevent the imposition of extortionate rates for carriage, may fix maximum rates beyond which complainant shall not go during the pendency of the litigation, and make the compliance with such maximum a condition on which a temporary injunction will be continued. It appeared that the rates established by the Arkansas railroad commission and the 2-cent passenger law had been enjoined pendente lite as confiscatory. The railroads returned to a 3-cent passenger rate and raised freight rates within the State of Arkansas from 50 to 200 per cent. The average raise on a revenue-producing basis was 77 per cent. The court decided that such raise was extortionate, and that the court, as a condition to retaining the injunction, would leave the passenger rate at 3 cents and require a freight tariff not exceeding 33½ per cent higher than the rates enjoined.

GEORGES CREEK COAL CASE.

Philadelphia & Reading Railway Company v. Interstate Commerce Commission, not yet reported. See page 29 of text of this annual report.

CARMACK AMENDMENT.

In *Smeltzer v. St. Louis & San Francisco Railroad Company*, 168 Fed. Rep., 420, decided by the circuit court for the western district of Arkansas on February 24 last, it was held that the so-called Carmack amendment, which requires the initial carrier on receiving an interstate shipment to give a through bill of lading therefor and give a right of action against the carrier issuing it for any loss or damage to the property caused by such carrier or any connecting carrier, does not limit jurisdiction of such an action to the federal courts. The court declared that where the amount involved exceeds \$2,000 the federal courts and the state courts have concurrent jurisdiction under the general provisions of the federal judiciary act, but where the amount involved is less a state court alone has jurisdiction.

On January 14, 1909, the circuit court for the southern district of Georgia, in *Riverside Mills v. Atlantic Coast Line Railroad Company*, 168 Fed. Rep., 987, held that the Carmack amendment is valid, and said, "To my mind it is amazing that our Government had so long failed to enact this law;" but that the carrier may make, in an action brought under said amendment, any proper defense which can be made in a court of law and which any connecting carrier on the line of which the goods were lost or injury occurred might make. In the same case, before the same court on April 2 last, the court allowed attorneys' fees under section 8 of the act in an action for loss of goods shipped in interstate trade, and said that allowance of attorneys' fees in such cases constitutes a valid regulation of interstate commerce. 168 Fed. Rep., 990.

TERMINAL CHARGE CASE.

Interstate Commerce Commission v. Chicago Great Western Railway Company, not yet reported. See page 31 of text of this annual report.

EXPEDITING ACT.

In *Southern Pacific Terminal Company v. Interstate Commerce Commission*, 166 Fed. Rep., 134, decided on December 18, 1908, by the circuit court for

the southern district of Texas, it was held that the provision of section 16 of the act to regulate commerce, making the expediting act of February 11, 1903, applicable to suits brought to enjoin, set aside, amend, or suspend orders of the Commission including the hearing on an application for a preliminary injunction, requires both the final hearing and a hearing on such an application to be held before three circuit judges; but in case of a division of opinion on an application for a preliminary injunction, where two judges concur in an order denying such injunction, the court is not required to certify the case to the Supreme Court. The court declared that to decide otherwise would "defeat the very object of the act, and change it from an expediting act into a hindering and delaying act."

REASONABLENESS OF INTRASTATE RATES.

The circuit court for the western district of Missouri on March 8 last, in *St. Louis & San Francisco Railroad Company v. Hadley*, 168 Fed. Rep., 317, decided the celebrated Missouri freight-rate cases, and entered decrees for the complainant railroad companies. The court held that in determining the reasonableness of freight and passenger rates established by a state on intrastate railroad traffic, as applied to a railroad during both interstate and intrastate business, a difference in the cost of handling each kind of business as related to the earnings from each should be taken into account, and in apportioning the total expenses between the two kinds of business the most logical and satisfactory method is to make the division on the basis of the relative earnings from each kind and class of business. Railroad property, declared the court, properly built and properly managed, is entitled to earn an annual income of 6 per cent on its fair valuation, and a statute fixing rates under which it can not make such income is confiscatory and unconstitutional. The court decided that the Missouri statutes establishing the 2-cent passenger fares on railroads within the state and establishing maximum freight rates were confiscatory on evidence showing that none of the railroads doing business thereunder can earn to exceed 3 per cent net income on its state business under such rates, while as to some the business must be done at a loss.

In *In re Arkansas Railroad Rates*, referred to in another part hereof, the circuit court for the eastern district of Arkansas held that where large railroad corporations construct extensive branch lines within a state through new and unsettled sections at great expense, principally to serve as feeders for the main line, and also to enable the roads to obtain shorter lines for interstate traffic, such railroads are not entitled to charge rates on interstate traffic sufficiently high to earn a specified percentage on their investment in such lines.

On April 6, 1909, the circuit court of appeals for the fifth circuit reversed the decrees of the court below and dissolved the injunctions issued against the interstate rates fixed by the railroad commission of Alabama. *Railroad Commission of Alabama v. Central of Georgia Railway Company*, 170 Fed. Rep., 225. It was there said that it is the duty of a court to refuse an injunction where it is sought to enjoin the operation of a state law fixing railroad rates alleged to be confiscatory but which has not yet gone into effect, when it is probable that a practical test of the law will be required to ascertain the truth. In such case an injunction should not be granted on ex parte affidavits alone merely stating opinions.

In *Southern Pacific Company v. Bartine*, 170 Fed. Rep., 725, the circuit court for the district of Nevada, on March 3 last, declined to prevent the enforcement of the Nevada railroad commission law, and held that in determining the reasonableness of freight rates by a state on interstate business, as applied to a railroad doing both intrastate and interstate business, it must be recognized that the cost of handling local shipments is relatively greater than through shipments, and, it being impossible to determine the exact ratio of difference, the opinions of experts based upon the facts of each particular case are admissible on the question. The court further declared that it does not necessarily follow that a schedule of rates is confiscatory because it fails to yield to the carrier a reasonable return on the investment. Such rates must be reasonable not only to the company but also to the public, and the fact that they do not prove remunerative to a new road built through a sparsely settled country where there is at present little local business does not require the few people and the small business to pay such rates as will make the road immediately profitable to its stockholders.

DIFFERENCE BETWEEN MAKING RATE ON SPECIFIC COMPLAINT AND MAKING A GENERAL TARIFF OF RATES.

The Supreme Court of the United States on April 5, 1909, decided the case of the *Railroad Commission of Kentucky v. Louisville & Nashville Railroad Company*, 213 U. S., 175. It seemed that the Kentucky railroad commission assumed the power under a statute of that state of making what are termed "general maximum rates" for the transportation of all commodities, upon all railroads, to and from all points within the state. The Louisville & Nashville Railroad Company obtained a decree of the circuit court for the eastern district of Kentucky enjoining the enforcement of the order of the Kentucky commission. The Supreme Court affirmed the decision of the lower court and decided that the terms of the Kentucky statute did not include the power to make a general tariff.

The Supreme Court then went on to say that the difference between the fixing of one rate or a few, upon specific complaint or information, and the adoption of a general scheme of rates applicable in all cases to all the roads is vast and important. The power is not to be taken by implication; it must be given by language which admits of no other reasonable construction. The Supreme Court held that while the Kentucky statute gave the commission of that state power to make a maximum rate upon a commodity on specific complaint or information in regard to each rate to be investigated, the statute does not grant to the commission any such great and extensive power as it had assumed to exercise in making the order in question.

PORTLAND GATEWAY CASE.

Northern Pacific Railway Company v. Interstate Commerce Commission, not yet reported. See page 36 of text of this annual report.

VALUATION OF PROPERTY AS A FACTOR IN RATE MAKING.

The Supreme Court of the United States on January 4, 1909, in *Knorville v. Knorville Water Company*, 212 U. S., 1, involving the constitutional validity of a city ordinance fixing maximum rates for water, considered the valuation of the property devoted to the public uses upon which the water company is entitled to earn a return. The court held that in estimating for rate-fixing purposes the value of a plant of this character the cost of reproduction is not a fair measure of value unless a substantial allowance is made for depreciation, but questioned whether anything can be allowed in the case of the plant of a public-service corporation for going concern above the value of the separate tangible elements. It also declared that in valuing for rate fixing the plant of a public-service corporation, bonds and stocks issued for its purchase and construction in excess of its cost and by and to parties interested in and controlling the company, afford neither measure nor guide. A sufficient amount should be allowed from the earnings of a public-service corporation for making good the depreciation of the plant and replacing deteriorated portions thereof; but amounts so expended can not be considered as additional to the original cost in valuing the plant for purposes of ascertaining whether a rate is confiscatory.

Upon the question of confiscation the Supreme Court is of the opinion that courts, in clear cases, ought not to hesitate to arrest the operation of a confiscatory law, but they ought to refrain from interfering in cases of any other kind. Regulation of public-service corporations which perform their duties under conditions of necessary monopoly will occur with greater and greater frequency as time goes on. It is a delicate and dangerous function, and ought to be exercised with a keen sense of justice on the part of the regulating body, met by a frank disclosure on the part of the company to be regulated.

In *Willcox v. Consolidated Gas Company*, 212 U. S., 19, decided January 12, 1909, involving the reasonableness of gas rates fixed by the state, the Supreme Court again discussed the value of the property employed as an essential element in determining whether the rates are or are not confiscatory. It was declared that where a state has by legislative enactment permitted public-service corporations to capitalize franchises, their value at the time of such capitalization should be included in the value of the property as an element of fixing rates; but no increased value of such franchises should be allowed. Other important conclusions on this question in the decision are: In estimating

the value of franchises for the purpose of fixing rates, it is immaterial that the corporation is taxed on a greater value than that allowed, if it charges its taxes as operating expenses in determining net income. Where a public-service corporation is a monopoly, good will can not be considered as an element of value of the property employed. For the purpose of fixing rates the value of the property employed should be determined as of the time when the inquiry is made, and, as a general rule, the corporation is entitled to the benefit of increased value since acquisition. A provision in a state statute, requiring a public-service corporation to perform its service in such a manner that its entire plant would have to be rebuilt at a cost on which no return could be obtained at the rate fixed, deprives the company of its ability to secure such return, and is unconstitutional and void.

The circuit court for the district of Nevada, in *Southern Pacific Company v. Bartine*, above cited, said that in estimating the value of the property of a railroad company for the purpose of determining the reasonableness of rates fixed by a state, neither the market value of its stocks and bonds, the cost of construction, nor the cost of reproduction of the property is absolutely controlling. Each should be regarded as a fact tending to show fair value, but if one only of such facts is shown, it may be assumed that it represents such value.

MANDAMUS TO COMPEL TRANSFER OF CARS.

In *Missouri Pacific Railway Company v. Larabee Flour Mills Company*, 211 U. S., 612, decided January 11, 1909, the Supreme Court of the United States held that a common carrier can be compelled by mandamus to treat all shippers alike in regard to transfer and return of cars, irrespective of legislative action or specific mandate from any commission or other administrative board. The case involved transfer of cars between lines and the mill of a shipper at Stafford, Kans. The supreme court of Kansas allowed the mandamus, and was affirmed by the Supreme Court of the United States. The contention of the carrier was that as Congress had delegated control over interstate commerce to this Commission, all power in respect to regulations of a local character were necessarily withdrawn; but the Supreme Court of the United States refused to sustain this proposition. It held that the mere delegation by Congress to this Commission of certain national powers over interstate commerce is not the equivalent of the specific action by Congress in respect to the particular matters involved. The compelling of a carrier to discharge its common-law duty in regard to transfer of cars was declared not beyond the power of a state court, at least until Congress or this Commission takes specific action. It appeared in this case that both defendant carriers are engaged in interstate commerce, and that three-fifths of the output of the mill are shipped out of the state.

DUTY OF CARRIERS TO FURNISH REFRIGERATOR CARS.

The circuit court of appeals for the fourth circuit, in *Atlantic Coast Line Railroad Company v. Geraty*, 166 Fed. Rep., 10, on November 5, 1908, held that where a carrier, having facilities for furnishing shippers of vegetables with refrigerator cars in which to transport the same, which cars the carrier did not own as a part of its equipment, had led vegetable growers in the region to expect that, if they raised vegetables, refrigerator cars necessary for their proper transportation would be obtainable, such vegetable growers were entitled to recover damages sustained by the carrier's refusal to furnish refrigerator cars for the transportation of the grower's cabbages on reasonable demand. The court further declared that where a shipper, owning a farm in a truck region, was induced to plant a large quantity of cabbages by assurance of the carrier that refrigerator cars would be furnished to transport the cabbages to market, which the carrier refused to do on reasonable demand, the shipper was entitled to recover for the unharvested cabbages which spoiled because of the carrier's refusal to furnish refrigerator cars, and that the shipper after such refusal was not bound thereafter to tender the cabbages for shipment.

INTERCHANGE OF CARS FOR THROUGH TRAFFIC.

On January 25, 1909, the Supreme Court of the United States rendered decision in *Louisville & Nashville Railroad Company v. Central Stock Yards*, 212 U. S., 132. This was a proceeding in equity prosecuted in the courts of Kentucky, similar in the main to cases of the same title formerly decided

by the Supreme Court of the United States and by this Commission. The Kentucky courts ordered the Louisville & Nashville Railroad Company to interchange cars and share its terminal facilities with a rival carrier. The Supreme Court of the United States reversed the state courts because the state statute under which the proceeding was instituted contains no adequate protection for the carrier from loss or undue detention of its cars, and for securing due compensation for their use. The court declared that the property of a railway company is taken without due process of law where such company may be compelled, upon payment simply for the service of carriage, to accept cars offered to it at an arbitrary connecting point near its terminus, by a competing road, for the purpose of reaching and using the former's terminal facilities. The duty of a carrier to accept goods tendered at its station does not extend to such cases.

PREPAYMENT OF FREIGHT CHARGES.

In *Gamble-Robinson Commission Company v. Chicago & North Western Railway Company*, 168 Fed. Rep., 161, decided March 22, 1909, the circuit court of appeals for the eighth circuit held that an interstate carrier does not subject a consignee to an undue or unreasonable prejudice or disadvantage under section 3 of the act to regulate commerce by exacting, after due notice to it, the prepayment of charges for transportation of all property consigned to it, even though at the same time the carrier does not require such charges to be paid in advance upon freight consigned to others similarly situated. The court was of the opinion that the common-law right of a carrier to demand the prepayment of charges for freight of one and to give credit for them to another similarly situated has not been made unlawful by the act to regulate commerce.

The court further declared that the fact that a custom and usage exists not to require prepayment does not make the requirement of prepayment by the carrier in a particular case undue prejudice. The existence of the custom or usage can not make that prejudice or disadvantage undue or unreasonable if it would not be so if the custom or usage did not exist. The court further held that if a carrier requires prepayment of a particular shipper, in order to harass and annoy him, that does not constitute undue prejudice. If undue prejudice as a matter of fact exists, a noble purpose or a good motive constitutes no defense to the cause of action founded upon it. If it does not exist, a bad motive or an evil purpose creates no cause of action founded upon the exercise of a legal right.

APPENDIX D.

SAFETY APPLIANCES.

SAFETY APPLIANCES.

REPORT OF THE CHIEF INSPECTOR OF SAFETY APPLIANCES TO THE SECRETARY.

WASHINGTON, *December 1, 1909.*

DEAR SIR: The tables accompanying this report are a result of the inspection of safety appliances on locomotives, freight cars, and passenger cars for the past five years, and indicate fairly the conditions which have prevailed during that time. These tables cover not only the appliances required by law, but also all appliances included in the Master Car Builders' standards for the protection of trainmen. The table relative to inspection of freight cars is so arranged that any given defect may be traced and compared, in many instances showing clearly what needs to be accomplished in improving the maintenance of safety appliances.

It is but right to say that the entire situation in 1909 is an improved one, and the increased number of cars and locomotives examined makes the work of inspection of more value, even, than in previous years.

As showing the care with which the safety appliances demanded by the law are being maintained, it may be noted that while the railroads dispensed with the services of a great many employees to meet the economies necessitated by falling off of business in 1907, the force of men employed to maintain safety appliances suffered the least curtailment of any. As a result the condition of equipment continued to improve during the slack period of 1908-9, the year just closed showing the least percentage of defective equipment of any year since the law became operative, notwithstanding that the number of cars examined by our inspectors was 125,000 greater than in any previous year. As indicating the great improvement that has taken place within the past five years, it may be stated that the defects per 1,000 cars inspected in 1905 numbered 309.56, while for the year 1909 the figure is 74.65.

It is only proper to say that the attitude of most presidents and general managers of railroads has contributed greatly to the good results accomplished. As a rule such officials are in thorough sympathy with the aims and purpose of the law. They have earnestly striven to meet its requirements, and have cheerfully cooperated with the Commission to secure its effective enforcement. Many violations have occurred through the negligence or inefficiency of those in charge of the car departments while others are alleged to have been due to misunderstanding of the law's requirements. Now that the Master Car Builders understand that the law must be obeyed, and the educational work of the Commission's inspectors has led to a more general agreement of what the statute requires, the necessity for prosecution has become much less frequent. The cases in which the Commission has encountered a deliberate purpose to evade or ignore the law on the part of those in high authority are so few that they may be noted as exceptional.

That the maintenance of safety appliances in proper operative condition is simply a question of adequate repair forces and disposition to comply with the law on the part of responsible operating officials is shown by the fact that on certain railroads our inspectors find practically no defects of a serious nature, and car-repair men are constantly on the watch to see that trains do not leave terminals with safety appliances in defective condition. In this connection the table showing percentage of defects found on the various roads may be studied with profit.

One item, "handholds," shows at a disadvantage, and is an indication that legislation regarding the standard location of handholds would be of much value. The point to make in this connection is that the location of handholds should be absolute, so that the railway employee who has to work upon and around rolling stock may know to a certainty, night or day, that he will find the handholds in like places and positions on all cars and locomotives. This requirement is not, unfortunately, insisted upon by the Master Car Builders' Association in its standards, it having receded from its former position to the extent of now allowing variations. It would simplify matters if the law itself

prescribed in detail the location of handholds and sill steps and ladders as well. In this connection it may be noted that practically all roads are complying with the Commission's ruling of July 9, 1908, and are applying handholds to open-end platform passenger train cars and cabooses. It is believed that this ruling will be generally observed without the necessity of resort to the courts.

In the Federal District Court at Lynchburg, Va., in the case of the *United States v. Norfolk & Western Railway Company*, involving the application of a grab-iron to a passenger train car, the judge held that—

"The fact that cars may be equipped with such appliances as air hose, signal hose, safety chains and other equipment that in case of emergency an employee might resort to for security in the act of coupling or uncoupling cars, does not avail as a defense for the failure to provide grab-irons or handholds as required by the statute, provided such air hose, signal hose, etc., were known and being used at the time of the enactment of the law."

Section four of the safety appliance law requires secure grab-irons or handholds in the ends and sides of each car. It must be inferred that when the Congress made this requirement it meant grab-irons and not uncoupling levers, step brackets, brake staffs, or other appliances, which were at that time used and well known.

One grave objection to permitting the use of uncoupling levers, step brackets, etc., as substitutes for grab-irons is that these appliances are not always found in a proper location on the car to make them suitable substitutes, even when they are all right in other respects. The tendency of equipment also is toward a side-operated coupler, and therefore the uncoupling rod is placed in such a position that it does not always serve as a suitable substitute for a handhold. Again uncoupling levers are frequently torn off or loosened, and thus become unsafe for use as grab-irons. This is the very condition which forces employees to go between the ends of cars and against which the law proposed to protect them by requiring grab-irons. When the lever is permitted to be used as a substitute for the grab-iron, therefore, employees are often deprived of all protection at the very time when protection is most needed.

The latest designs of couplers are stronger and much better adapted to stand rough usage. They are also simpler, have fewer parts, and are less apt to become defective. The uncoupling mechanism on the new couplers also is much stronger than on the older types of couplers, and as a consequence fewer broken chains and clevises are found. When chains and clevises do break, however, it is the practice in many cases to make repairs with wrong material, thus rendering otherwise perfect couplers inoperative.

Repairing defective couplers or uncoupling mechanism with material too light in structure or of design somewhat different from the original supplied by the manufacturer has been disastrous and should not be countenanced by those responsible.

A substantial improvement is being made in uncoupling mechanism by discarding the old style of lock chain and rod and substituting therefor an operating rod which connects directly with the lock block. Several styles of these rods are now in use. They remove the most prolific cause of defects in uncoupling mechanism. The adoption of a standard coupler would do away with the great number of different styles and types which now entail upon railroad companies the necessity of carrying a large supply of repair parts to properly take care of breakages.

Terminal tests of power brakes conducted by the Commission's inspectors have been of benefit and have disclosed the fact that about 15 per cent of the power-braked cars in freight trains are inoperative, merely because of lack of supervision, adjustment, and repair. The defects consist mainly in dirty triple valves, excessive piston travel, and leaky packing leathers, all of which are of such nature that they can only be discovered by properly testing the brakes before the train leaves a terminal. The rules of all railroad companies provide for such tests, but the tests have not heretofore been properly made, and brakes have been permitted to run in a defective condition on the assumption that the remaining brakes in the train were sufficient to control it. It would seem that after a railroad company has expended the large amount of money necessary to fully equip its freight cars with power brakes it is poor economy to permit at least 15 per cent of the investment to be used in such a manner that no benefit is derived from it, and it is believed that the continuance of these terminal tests will enable the Commission to bring conditions to the attention of railway operating officials in such a manner as will aid in bringing about decided economies in the matter of train operation. The great

number of cut out and defective brakes found by our inspectors in these terminal tests has produced a somewhat unfavorable showing concerning the condition of air-brake equipment as compared with equipment generally. The figures should not be construed as indicating deterioration in the condition of air brakes, but rather as indicating closer inspection and the reporting of a large number of air-brake defects which in previous years have not been noted because it was impossible to discover them except by means of test. Operating tests which have been made during the past year have demonstrated that with brakes properly maintained trains of 3,000 tons or more, averaging 75 tons per brake, can be handled safely with air brakes alone on grades of 2 or 2½ per cent, while lighter trains can be handled safely on steeper grades.

Of course, the legal requirement that the speed of trains shall be controlled by air brakes alone does not in any degree remove the necessity for keeping hand brakes in the best possible condition, as the hand brake is the only reliance when ordinary switching movements are performed or when trains are being broken up in yards. The great increase in the use of air brakes has caused the hand brakes to become neglected; yet it is vitally necessary for the safety of employees that these appliances should be kept in first-class condition. In gravity or hump yards, the hand brake is the only means of controlling the speed of cars, and a great many accidents have occurred because good brakes were not available at the time when they were needed. The poor condition of hand brakes also is responsible for much of the damage to cars and lading in hump yards.

In the enforcement of the safety-appliance law the inspectors have always been directed, in cases where it is clear that the movement of a defective car is for the purpose of repairing such defect, not to report for suit such defective car, and they have never reported defects under such circumstances.

Inspectors have been further directed not to report for suit defective equipment arriving at a repair point, but only to make report on defective equipment leaving a repair point, or where cars with safety-appliance defects which can be easily and quickly repaired are permitted to be used in switching movements about yards and terminals for an unreasonable time without repairing.

Respectfully submitted.

J. W. WATSON,
Chief Inspector.

HON. EDWARD A. MOSELEY,
Secretary Interstate Commerce Commission.

SUMMARY.

	1909.	1908.	1907.	1906.	1905.
Freight cars inspected.....	357,623	237,868	242,881	271,617	252,361
Freight cars defective.....	21,574	15,922	19,154	30,742	57,112
Per cent defective.....	6.03	6.6	7.8	11.31	22.59
Defects reported.....	26,700	18,596	22,875	37,849	78,121
Passenger cars inspected.....	12,377	7,051	9,116	11,698	6,653
Passenger cars defective.....	1,036	347	444	136	118
Per centum defective.....	8.37	4.8	4.8	1.16	1.77
Locomotives inspected.....	18,976	10,873	12,733	16,308	11,880
Locomotives defective.....	1,033	626	987	1,329	3,379
Per cent defective.....	5.44	5.7	7.7	8.14	28.44

NUMBER OF DEFECTS PER 1,000 FREIGHT CARS INSPECTED.

Classes.	1909.	1908.	1907.	1906.	1905.
Couplers and parts.....	4.02	4.42	7.93	12.42	23.06
Uncoupling mechanism.....	9.07	10.74	19.62	32.07	95.07
Air brakes.....	44.96	53.15	48.23	68.97	131.22
Hand holds.....	13.65	7.18	14.17	20.02	42.89
Ladders.....	.42	.49	1.08	1.29	3.87
Sill steps.....	1.57	1.7	1.98	2.77	12.14
Height of couplers.....	.94	.46	1.13	1.78	1.66
All classes.....	74.65	78.17	94.14	139.34	309.56

COMPARATIVE CLASSIFIED TABLE OF DEFECTIVE SAFETY APPLIANCES ON FREIGHT CARS AS REPORTED BY INSPECTORS TO THE INTERSTATE COMMERCE COMMISSION FOR THE YEARS ENDING JUNE 30, 1909, 1908, 1907, 1906, AND 1905.

Defects.	1909.	1908.	1907.	1906.	1905.
COUPLERS AND PARTS.					
Coupler body broken.....	20	24	18	53	50
Coupler body worn.....	9	1	30	20	40
Guard arm short.....	2	1	1	1	6
Knuckle broken.....	11	8	25	40	78
Knuckle worn.....	7	11	47	132	292
Knuckle missing.....	22	9	8	9	27
Knuckle pin broken.....	267	178	420	588	1,049
Knuckle pin wrong.....	54	37	71	204	428
Knuckle pin bent.....	13	1	5	27	61
Knuckle pin missing.....	13	6	5	7	19
Lock block broken.....	305	208	259	220	552
Lock block worn.....	25	11	17	43	67
Lock block wrong.....	11	8	5	.....	37
Lock block bent.....	62	29	27	62	104
Lock block inoperative.....	259	140	170	186	319
Lock block missing.....	5	6	8	11	50
Lock-block key missing.....	235	252	634	1,164	1,902
Lock-block trigger missing.....	119	123	175	608	740
Total.....	1,439	1,053	1,928	3,375	5,821
UNCOUPLING MECHANISM.					
Uncoupling lever broken.....	24	20	65	53	107
Uncoupling lever wrong.....	207	55	81	187	578
Uncoupling lever bent.....	145	117	269	863	2,076
Uncoupling lever incorrectly applied.....	139	42	22	144	736
Uncoupling lever missing.....	133	138	402	572	2,346
Uncoupling chain broken <i>a</i>	1,318	1,157	2,389	2,937	5,738
Uncoupling chain too long.....	55	49	132	628	3,442
Uncoupling chain too short.....	4	2	23	207	633
Uncoupling chain kinked.....	740	398	323	441	133
Uncoupling chain missing.....	8	16	10	36	364
End casting broken.....	12	8	37	124	242
End casting wrong.....	26	99	272	883	3,664
End casting bent.....	2	20	25	74	115
End casting loose.....	134	123	200	446	1,192
End casting incorrectly applied.....	2	17	30	168	377
End casting missing.....	59	50	68	133	302
Keeper broken.....	45	65	105	203	462
Keeper wrong.....	.....	4	3	10	26
Keeper bent.....	1	1	3	3	17
Keeper loose.....	160	144	270	536	1,203
Keeper incorrectly applied.....	1	14	8	19	75
Keeper missing.....	31	16	27	41	154
Angle clip loose.....	1	.....	2	3	11
Total.....	3,247	2,555	4,766	8,711	23,933
AIR BRAKES.					
Triple valve defective.....	3	2	.....	4	9
Triple valve missing.....	6	.....	2	5	3
Reservoir defective.....	4	.....	3	1	4
Reservoir loose.....	299	261	129	129	359
Cylinder defective.....	1	1	.....	1	.....
Cylinder loose.....	274	233	179	210	366
Cylinder and triple valve not cleaned within twelve months.....	3,458	3,453	3,044	3,504	11,885
Cylinder and triple valve not stenciled with date of cleaning.....	406	249	195	428	2,100
Cut-out cock defective.....	126	75	94	177	178
Cut-out cock missing.....	.....	.....	.....	.....	1
Release cock defective.....	15	11	12	30	58
Release cock missing.....	23	34	25	137	24
Release rod broken.....	14	11	16	41	145
Release rod missing.....	1,718	1,363	1,355	2,101	3,836
Angle cock defective.....	232	206	267	447	810
Angle cock missing.....	52	45	47	87	59
Train pipe broken.....	12	17	16	44	65
Train pipe loose.....	905	689	691	1,112	1,312
Train-pipe bracket missing.....	13	11	16	29	19
Cross-over pipe defective.....	115	116	130	193	182
Cross-over pipe missing.....	.....	.....	.....	.....	2

a Includes also uncoupling chains parted by reason of defective clevises, etc., which in tables previous to the year ending June 30, 1906, are shown separately.

COMPARATIVE CLASSIFIED TABLE OF DEFECTIVE SAFETY APPLIANCES ON FREIGHT CARS AS REPORTED BY INSPECTORS, ETC.—Continued.

Defects.	1909.	1908.	1907.	1906.	1905.
Hose defective.....	1	1	5	6	16
Hose missing.....	295	276	224	324	397
Hose gasket defective.....					10
Hose gasket missing.....	2				9
Retaining valve defective.....	106	39	15	69	129
Retaining valve missing.....	152	232	90	342	535
Retaining pipe defective.....	1,639	1,031	711	1,611	2,508
Retaining pipe missing.....	200	224	361	759	568
Brake rigging defective.....	15	40	36	56	120
Brake cut out.....	5,985	4,010	4,028	6,852	7,355
Brake cut out, card old.....	5	11	24	35	52
No brakes of any kind.....	1	3			
Pump missing.....	1	1	1		
Total.....	16,079	12,645	11,716	18,734	33,116
HANDHOLDS.					
Handhold broken.....	29	26	54	44	127
Handhold bent.....	518	476	1,044	1,345	2,745
Handhold loose.....	185	134	174	254	325
Handhold incorrectly applied.....	588	41	67	335	269
Handhold missing.....	3,563	1,033	2,103	3,461	7,359
Total.....	4,883	1,710	3,442	5,439	10,825
LADDERS.					
Ladder round broken.....	1	2	14	22	49
Ladder round bent.....	33	40	107	131	291
Ladder round loose.....	54	43	65	90	164
Ladder round missing.....	8	30	42	36	183
Ladder loose.....	3		1	4	8
Ladder incorrectly applied.....	54	2	36	69	234
Total.....	153	117	265	352	979
SILL STEPS.					
Sill step broken.....	12	6	12	13	28
Sill step bent.....	54	55	100	162	351
Sill step loose.....	47	22	20	33	113
Sill step incorrectly applied.....	16	4	2	55	13
Sill step missing.....	433	319	348	490	2,559
Total.....	562	406	482	753	3,064
HEIGHT OF COUPLERS.					
Coupler too high.....	65	23	54	111	91
Coupler too low.....	226	58	155	293	167
Carrier iron loose.....	46	29	67	81	161
Total.....	337	110	276	485	419
Grand total.....	26,700	18,596	22,875	37,849	78,217

The following table, compiled from reports of the Commission's inspectors, as to the condition of safety appliances on the freight cars of a few representative railroads, shows the general trend of improvement therein during the past five years.

FREIGHT CARS INSPECTED, DEFECTIVE, AND PER CENT DEFECTIVE FOR THE FISCAL YEARS ENDING JUNE 30, 1905, 1906, 1907, 1908, AND 1909.

Railroad.	1909.			1908.			1907.			1906.			1905.		
	In- spected.	Defec- tive.	Per cent defec- tive.	In- spected.	Defec- tive.	Per cent defec- tive.	In- spected.	Defec- tive.	Per cent defec- tive.	In- spected.	Defec- tive.	Per cent defec- tive.	In- spected.	Defec- tive.	Per cent defec- tive.
Alabama Great Southern.....	736	64	8.6	595	66	11.0	404	69	17.0	239	17	7.1	208	9	4.3
Archison, Topeka & Santa Fe.....	11,309	541	4.7	5,599	233	4.1	9,413	585	6.2	14,667	1,125	7.6	6,002	1,106	18.4
Atlantic Coast Line.....	5,729	410	7.1	1,974	124	6.2	3,579	606	16.9	4,298	1,039	24.1	3,636	1,298	35.6
Baltimore & Ohio.....	12,067	590	4.6	10,282	704	6.8	5,024	509	10.1	4,981	630	13.0	6,596	1,772	26.8
Boston & Maine.....	6,073	234	4.8	4,992	265	5.3	7,999	632	7.9	8,707	844	9.6	6,437	1,514	23.5
Central of Georgia.....	1,891	124	6.5	446	48	10.7	1,581	210	13.2	638	82	12.4	479	48	10.0
Chesapeake & Ohio.....	6,360	493	7.7	3,818	319	8.3	1,122	79	7.0	2,915	426	14.6	1,819	561	30.8
Chicago & Northwestern.....	10,373	1,626	15.6	5,803	864	14.8	7,220	871	12.0	10,960	1,838	16.7	9,154	2,805	30.6
Chicago, Burlington & Quincy.....	10,562	790	7.4	8,354	661	7.9	6,832	589	8.6	6,785	681	10.0	9,646	2,339	23.2
Chicago Great Western.....	1,521	131	8.6	961	137	14.2	649	63	9.7	1,492	228	15.2	1,579	508	32.1
Chicago, Milwaukee & St. Paul.....	7,544	287	3.8	3,970	196	4.9	8,621	1,046	12.1	5,736	504	8.7	6,901	1,423	20.6
Chicago, Rock Island & Pacific.....	7,701	501	6.5	4,928	352	7.1	8,157	734	8.9	12,458	1,731	13.8	6,449	1,319	20.2
Chicago, St. Paul, Minneapolis & Omaha.....	1,661	79	4.7	2,105	150	7.1	2,135	189	8.8	2,874	422	14.6	1,557	342	21.9
Cincinnati, Hamilton & Dayton.....	1,574	85	5.4	1,124	68	6.0	2,086	171	8.1	1,179	136	11.5	1,186	263	22.1
Cleveland, Cincinnati, Chicago & St. Louis.....	7,996	387	4.8	7,875	588	7.4	6,178	469	7.5	3,676	369	10.0	5,397	1,247	23.1
Delaware, Lackawanna & Western.....	8,352	154	1.8	5,436	147	2.7	2,764	52	1.8	3,625	214	5.9	3,433	519	15.0
Denver & Rio Grande.....	9,836	555	5.6	5,807	306	5.0	5,008	300	5.9	3,714	540	14.7	3,330	762	22.8
El Paso & Southwestern.....	990	35	3.5	357	20	5.6	421	26	6.1	1,036	114	11.0	328	22	6.7
Erie.....	10,947	518	4.7	6,709	447	6.6	7,608	632	8.3	5,738	954	16.6	6,697	1,578	23.5
Galveston, Harrisburg & San Antonio.....	1,591	23	1.4	1,518	10	0.6	1,456	4	0.2	1,117	16	1.4	2,939	734	24.9
Grand Trunk.....	3,285	232	7.0	1,950	115	5.8	3,939	366	9.2	2,666	288	10.8	4,146	937	22.6
Great Northern.....	4,642	310	6.6	1,205	73	6.0	4,198	484	11.5	3,441	488	14.1	4,136	937	22.6
Illinois Central.....	7,425	696	9.3	7,790	771	9.8	7,488	759	10.1	9,250	1,233	13.3	11,076	2,385	21.5
Lake Shore & Michigan Southern.....	6,481	234	3.6	4,462	197	4.4	6,085	325	5.3	3,958	190	4.8	4,569	782	16.4
Lehigh Valley.....	4,034	161	3.9	4,462	185	4.1	3,730	128	3.4	2,979	205	6.8	4,406	1,267	28.7
Michigan Central.....	3,741	154	4.1	3,024	142	4.6	5,220	308	5.9	2,688	184	6.8	2,513	573	22.7
Minneapolis & St. Louis.....	268	25	9.3	1,115	15	13.0	.....	96	.....	96	8	8.3	39	10	25.6
Missouri, Kansas & Texas.....	1,617	113	6.9	1,643	117	7.1	1,393	65	4.6	2,636	224	8.4	1,434	238	16.5
Missouri Pacific.....	7,437	706	9.4	6,483	445	6.8	4,689	419	8.9	8,212	1,041	12.6	3,647	701	19.2
Nashville, Chattanooga & St. Louis.....	1,728	74	4.2	1,039	53	5.1	1,107	52	4.6	625	49	7.8	1,215	216	17.7

200 REPORT OF THE INTERSTATE COMMERCE COMMISSION.

STATEMENT OF CONDITIONS IN 1893 AND 1908.

	1893.	1908.	Increase 1908 over 1893.
Number of cars in freight service.....	^a 1,201,273	2,100,784	899,511
Number of locomotives in freight service.....	^a 19,603	33,840	14,237
Number of tons carried.....	745,119,482	1,532,981,790	787,862,308
Number of tons carried 1 mile.....	93,588,111,833	218,381,554,802	124,793,442,969
Average number of tons in train.....	184	352	168
Number of trainmen employed (other than enginemen and firemen), including switch tenders, crossing tenders, and watchmen.....	146,544	208,332	61,788
Number of tons carried for each trainman employed (other than enginemen and firemen), including switch tenders, crossing tenders, and watchmen....	5,085	7,358	2,273
Number of tons carried 1 mile for each trainman em- ployed (other than enginemen and firemen), in- cluding switch tenders, crossing tenders, and watch- men.....	638,635	1,048,238	409,603
Number of freight cars for each trainman employed (other than enginemen and firemen), including switch tenders, crossing tenders, and watchmen....	8	10	2
Number of train miles run for each trainman employed (other than enginemen and firemen), including switch tenders, crossing tenders, and watchmen....	5,764	5,420	^b 344
Number of enginemen and firemen employed.....	79,140	120,931	41,791
Number of switch tenders, crossing tenders, and watchmen employed.....	46,048	47,618	1,570
Number of trainmen employed in coupling and un- coupling cars for each one killed (other than en- ginemen and firemen), including switch tenders, crossing tenders, and watchmen.....	349	983	634
Number of trainmen employed in coupling and un- coupling cars for each one injured (other than en- ginemen and firemen), including switch tenders, crossing tenders, and watchmen.....	13	62	49
Number of trainmen killed in coupling and uncoupling cars (other than enginemen and firemen), including switch tenders, crossing tenders, and watchmen, for each 1,000 employed.....	3	1	^b 2
Number of trainmen injured in coupling and uncoup- ling cars (other than enginemen and firemen), in- cluding switch tenders, crossing tenders, and watch- men, for each 1,000 employed.....	77	16	^b 61

^a Includes an assignment of leased equipment to correspond with figures for 1908.

^b Decrease.

APPENDIX E.

SECOND ANNUAL REPORT OF THE BLOCK SIGNAL AND TRAIN CONTROL
BOARD TO THE INTERSTATE COMMERCE COMMISSION,
NOVEMBER 22, 1909.

SECOND ANNUAL REPORT OF THE BLOCK SIGNAL AND TRAIN CONTROL BOARD TO THE INTERSTATE COMMERCE COMMISSION.

The board was appointed on July 10, 1907. Its function is to investigate and report to the Commission upon the use of and the necessity for appliances and systems for the promotion of safety in railway operation, including the making of any necessary tests. Its first annual report was made November 20, 1908. As a preface to the account of the doings of the board since that date it will be proper to briefly recall the substance of that report. An informal report had been presented one year before; and still further back (Feb. 23, 1907) railroad signaling had been made the subject of a special report by the Commission. November 20, 1908, we reported having examined the plans and specifications of 371 devices, of which 184 had been reported on, and of which 12 had been considered to possess some merit. Of the 12, one was installed and ready for test, and the proprietors of four others were making preparations. The report gave information concerning the use of the manual block system on the railroads of this country and England; the controlled manual block system on double-track and single-track lines; automatic stops on the Interborough Rapid Transit Company's lines in New York City; the use of cab signals in England and in France (no cab signals being used in America); and on the use of the telephone in manual block signaling. Action of the Railway Signal Association in regard to automatic stops and cab signals was noticed.

This past year the time of the members has been taken up mostly in examining plans and drawings of inventions and, in some cases, models. As in the previous year, nearly all of the propositions laid before the board were lacking either in merit or novelty. A very large proportion of the inventors were unfamiliar with the conditions which have to be met in railroad practice, as well as with the state of the art of that department of railroad operation with which they dealt. This year, as last, much of the time of the members of the board has been taken up by interviews with inventors and proprietors of inventions; and, as will be understood from what has just been said, the amount of time and patience demanded by these interviews has usually been in inverse ratio to the value of the invention which was the subject of discussion. When the first annual report was submitted a number of proprietors of inventions had presented applications accompanied by statements that they expected to have installations of apparatus ready for inspection by the board at an early date; and on the basis of these statements this report should have contained mention of a number of installations ready for test. Still other inventors and proprietors have persistently urged the board to an early decision on the merits of their plans; but the fact is that only one installation is actually ready for test under government supervision. Some of these applications which the proprietors had not diligently followed up concern plans which were approved by the board two years ago.

One mechanical trip automatic stop (the Rowell-Potter device) has been tested by the board. This was on the lines of the Chicago, Burlington & Quincy Railroad, and the tests were continued from December 4, 1908, to April 30, 1909. One other automatic stop, the overhead mechanical trip of Mr. S. H. Harrington, has been in experimental use on the Northern Railroad of New Jersey, a subsidiary of the Erie Railroad, during the past year. This apparatus was not formally brought before the board until recently, Mr. Harrington having taken the commendable course of testing his device thoroughly before asking this board to consider it. The board is preparing to test this apparatus during the coming winter.

Extended inquiry has been made into the conduct of the manual block signal stations and the telegraph offices on a considerable number of the principal railroads of the country; this with a view to gaining information as to the efficiency and character of the men employed in these departments of the railroad service. Incidentally to this inspection, information has been gathered concerning experience with telephones on those roads which have introduced telephones in

the place of the Morse telegraph for the communication of train orders from the dispatcher's office to the stations along the line; and in the next statistical report of block-signal mileage on the railroads of the country it is proposed to include a statement of the mileage of road on which telephones are used for sending train orders. Information has been gathered concerning the use of the "A B C" dispatching and block system used on the Northern Pacific Railway.

Outside of the signaling and train-control field the board has investigated (a) the subject of locomotive ash pans, which, after January 1 next, will be subject to inspection by the Interstate Commerce Commission in accordance with the provision of the "ash-pan law," making it unlawful to use any locomotive not equipped with an ash pan which can be dumped or emptied and cleaned without the necessity of any employee going under such locomotive; (b) air-brake devices and numerous proposed improvements in air-brake couplings and other details; (c) wheels, for cars, designed to revolve independently of the axle; (d) various other proposed improvements in cars; (e) numerous designs of joints, fastenings, and other proposed improvements in rails; (f) metal and composite ties for track, and arrangements for fastening rails to metal ties; (g) the use of titanium in rails, and (h) miscellaneous proposals for the promotion of safety on railroads.

Taking a statistical view of the work accomplished it appears that since the organization of the board, plans and descriptions of inventions designed to enhance the safety of railway operation have been submitted for consideration to the number of 835. At the time the board's first annual report was made 184 files had been examined and reported upon; since that time 327 files have been examined and reports thereon transmitted to the proprietors. Of the 327 files considered during the past year, 12 have dealt with inventions held by the board to be of such character and to possess such a degree of merit as to warrant the board in conducting tests of them if satisfactory installations for that purpose are offered by the proprietors. Fourteen others were considered to be conceived on right principles, but because they were not primarily designed to promote safety, or because for various reasons the public interest did not seem to require it, the board has not felt justified in devoting time to test them or to conduct further investigations in regard to them. The board has disapproved 303 devices, either as being unsound in principle or design, as not being adapted for use under present railroad operating conditions, or as not being sufficiently developed. The board has in its possession plans of approximately 227 devices which now await its attention. A number of inventors and proprietors have as yet not furnished complete plans and specifications of their devices.

The board has held monthly meetings, usually at Washington.

In the period from November 1, 1908, to November 1, 1909, the secretary has received approximately 2,600 letters relating to the work of the board and the several devices under examination, and during the same period 3,500 letters have been written by him. Three thousand copies of the board's first annual report, and 2,000 copies of a report containing statistics of block-signal mileage on railroads of the United States on January 1, 1909, have been distributed from the secretary's office.

The statistics of mileage of railroads in the United States worked by the block system, with supplementary tables showing kinds of apparatus and methods of operation, which were gathered by the board last January, were published in a pamphlet, as just mentioned. A similar pamphlet is being prepared to show similar statistics of the conditions on the railroads on the 1st day of January, 1910.

Not so many companies have extended the use of the block system during 1909 as during 1908; a few, however, have made large installations. On the Rock Island lines 189 miles of single-track and 54 miles of double-track road has been equipped with automatic signals since January 1, 1909, and the work on about 100 miles more is nearly or quite completed. On the lines of the Union Pacific system and the Southern Pacific Company, which already had automatic signals on over 4,000 miles, about 333 miles of line has been equipped since January 1, 1909.

THE MANUAL BLOCK SYSTEM.

An important part of the board's work during the past year has been the inspection of the personnel of telegraph offices and block-signal stations, and the methods of operation pursued in such offices on a number of prominent railroads. This inspection was begun because of the occurrence during the past

three years of a considerable number of collisions of trains in consequence of errors or neglect on the part of telegraphers. The reports of these inspections afford a great mass of information concerning the conduct of the telegraph, telephone, and manual block-signal departments of railroads generally. Telegraph operators holding responsible positions without having received more than superficial instructions are common on a number of important roads. On one road a new book of rules was introduced without formal examination of the men on the changes. On certain large divisions of western roads the indications of inefficient supervision are confirmed by records showing that 25 per cent or more of the station offices become vacant yearly by reason of dissatisfaction on the part of the men or by their dismissal because of unsatisfactory service. On the other hand, the strictly managed roads show records of hundreds of offices with few or no appointments in a whole year. Since the date when the federal nine-hour law came into operation many offices, manned by three telegraphers, have for the "third trick" one noticeably deficient in experience or other qualifications, while the other two operators are better; though, of course, the need of having one entirely reliable is almost or quite the same throughout the twenty-four hours.

In the dispatchers' offices, the "nerve centers" of the train-running department of all busy single-track railroads, inefficient management has been found in a number of cases, and in a few the faults of practice have been such as to nearly or quite warrant the use of the term "dangerous."

The use of the telephone in train dispatching, which has been greatly extended during the past year or two, introduces some new conditions which ought to be investigated. With the telegraph nearly all of the operators have always learned to send and receive in the railway telegraph offices. This learning period, extending over many months, has given each learner a valuable opportunity to acquire a good knowledge of the office work and incidentally a good deal about train operation, by observation. With the telephone no such extended training period is necessary, and both young men and young women are taken into offices and charged with responsible duties when they have had little or none of the training that comes from contact with actual work. Not many cases of this kind have been specifically named, but the indications, in connection with other things observed, clearly evidenced the importance of keeping informed concerning this feature. The superintendent who is reasonably cautious takes care, of course, to intrust no person with the responsible duties of station telegrapher or block signalman until that person has been under tutelage for as long a time as may be necessary; but superintendents are not in all cases reasonably cautious. The introduction of the telephone affords an opportunity to railroads to fill these station positions with men who have been disabled in the train service; men who have much knowledge of railroad work generally, yet who could not readily learn telegraphy because of having passed the youthful age when such learning is easy. Often it is possible thus to give satisfactory employment to such disabled persons and greatly ameliorate their condition. It has been observed, however, that in some cases there has been too ready an assumption that because the disabled person is familiar with train work he is also well informed about station office work. Whatever a person's antecedents, the duties of station operator, either telegraph or telephone, require that the beginner at the work be very carefully trained.

The gist of the information thus gathered is that while in a great many of the cases observed the men in the telegraph and signal departments give evidence of character and ability, a fact which the board is glad to emphasize, there is at the same time ample evidence from the inspections that have been made and from the testimony of the official accident records, to confirm the conclusion, tentatively reached last year, that in the employment and discipline of telegraph operators and signalmen the practice on many railroads is open to grave criticism. Men lacking in experience, men with considerable experience but lacking in character or not well trained, and boys too young to have had satisfactory experience, have been found in all parts of the country. Such a situation strongly reinforces the declaration, made by the Commission repeatedly, which was set forth in the report of February 23, 1907, and reiterated in that of December, 1908, that not only should the railroads of the country be required to adopt the block system, but that the Federal Government, working through competent officers, should supervise the establishment and operation of the block system everywhere, at least to the extent of seeing that adequate and suitable block-signal regulations are adopted and that proper publicity is

given to all such features of this department of railroad working as are not susceptible of satisfactory government regulation, but which yet are not managed on that high plane of safety and efficiency that the public rightfully demands.

The board does not argue the case. The issue is already well understood. The accident records alone afford a mass of evidence that calls loudly for such action by the Government as shall give the public more light on the quality of the service afforded by many railroads in this particular.^a

Under the act of Congress by which the Commission was guided in establishing this board the thing required was an investigation as to the use of and the necessity for the block system and consideration of appliances or systems intended to promote the safety of railway operation. Ample evidence has been found of the need of improvement. It is not deemed advisable in this report to present specific cases, with evidence formally marshaled, for to do so would involve elaborate inquiries, consuming much time, and all for no other purpose than to prove what is already reasonably proved, that inefficient telegraphers and signalmen are sufficiently common on the railroads of the country to impose on the Government—representing the people—the duty of thoroughly investigating that department of railroad operation. Such investigation as has thus far been made can be looked upon only as a beginning.

A B C method of operation.—The A B C method of operating the block system, as used on the Northern Pacific, which was briefly mentioned in our last annual report, has been made the subject of further inquiry. Its use has been extended and it is now in force on over 600 miles of the lines of the company named.

A description of the system will be found in the appendix. In brief, it is a method of increasing the safety of the simple manual or telegraph block system on single-track lines by having three men (instead of two) take part in the operation for each train movement. A similar system has been in use on the Erie Railroad in Ohio for eighteen years or more; but in that case the long-standing regulations for making meeting points for trains by elaborate written orders, to be repeated back and to be signed by the conductor or the engineman, or both, are retained in full force, and the block-signal rules therefore have not been amplified, as on the Northern Pacific, with a view to providing *all* the safeguards necessary to arrange meeting points with regularity, facility, and safety.

The A B C system is designed to facilitate train movements as well as to

^a In the year ending June 30, 1909, as shown in the Commission's Accident Bulletins, 19 serious collisions occurred on the railroads of the country as the result of errors or neglect on the part of telegraphers and dispatchers, mostly station operators. This number is exclusive of less disastrous and costly accidents of the same class which are not specially referred to in the bulletins. In the 19 collisions, 33 lives were lost and 306 persons were injured. The damage to the railway companies' property (cars, engines, and roadway structures) aggregated \$146,788. The total number of "prominent" collisions reported in the bulletins for the year was 66, so that these, which were due to telegraphers' errors, constituted nearly one-third of the list. Following is a list of the 19 collisions, with brief explanatory notes:

Bulletin No.	Table No.	Collision No.	
29	2a	2	Dispatcher not sufficiently careful.
29	2a	6	Failure to deliver order; inexperienced operator intrusted with responsibility.
29	2a	8	Mistake in writing order; operator inexperienced.
29	2a	9	Operator accepted order after train had passed; conduct irregular in several respects.
29	2a	11	Operator accepted order after train had passed; dispatcher also at fault.
30	2a	5	Operator careless in identifying trains.
30	2a	7	Operator gave erroneous information to dispatcher; inexperienced.
30	2a	8	Operator having two orders to deliver, delivered only one of them.
30	2a	22	Operator gave erroneous information to dispatcher.
31	2a	1	Dispatcher wrote wrong station name in order.
31	2a	3	Dispatcher gave order to inferior train before restricting superior train.
31	2a	4	Operator failed to stop train for which he held an order.
31	2a	7	Operator, inexperienced, wrote wrong station name in order.
31	2a	12	Operator wrote wrong train number in order.
31	2a	14	Operator gave clear block signal wrongfully.
32	2a	4	Operator neglected to deliver order.
32	2a	7	Operator failed to deliver order.
32	2a	10	Operator made mistake in name of meeting point in writing dispatcher's order.
32	2a	12	Error of dispatcher.

safeguard them. It saves time mainly in the issuing of dispatchers' orders. On single-track railroads which are traversed by a considerable number of trains, but which are not well equipped with block-signal apparatus, so much time is consumed in preparing and sending of dispatchers' orders that trains are greatly delayed. While for regular passenger trains (when not behind time) the meeting points can be prescribed in the printed time-table, all irregular trains and all trains when not "on time" must continually depend for their movements on the dispatcher; and he, in consequence of the variation in the speeds of trains and of the constant necessity of making up freight trains on short notice, has to issue many telegraphic orders daily. These orders must be written out, must be repeated back over the wire to insure correctness in transmission, and must be subjected to rigid safeguards in their delivery. All this consumes much time. By the A B C system much of this time is saved. All movements are made on the order of the dispatcher, instead of partly by time-table and partly by dispatchers' orders. The dispatcher never orders a train to proceed farther than to the next station (instead of issuing orders relating perhaps to a half dozen meeting points), and thus the making of his orders is greatly simplified. He has to issue a much larger number of orders, yet his work takes less time than under the old system. The time-consuming features of the old system are necessary because of the danger of mistake on the part of conductors and enginemen. This danger is guarded against in the new system by the simplification of orders and by requiring every train to get an order at every station, stopping and asking for one if it is not offered. This insures regular habits in this respect on the part of all trainmen. The practice of giving new orders at every station, good only to the next station, converts this dispatching system into a block system, and no time-table is used or needed (except such as may be necessary for the convenience of station agents and the information of passengers). The system, as a system, is thus a decided improvement over the ordinary "time-table and dispatcher" system.

It might be asked, Why make this innovation instead of adopting the simple telegraph block system, long in general use? The reply is that that system has not been deemed a sufficient means—has not been used to any considerable extent—to safeguard trains against opposing trains on single track without having also the time-table and the old dispatcher system, with their time-consuming features, in use as a coordinate safety system.

As compared with the telegraph block system (using the telegraph block system without a time-table) the main improvement under the A B C regulations is the requirement that every engineman shall ask for an order ("card") at every station. This promotes accuracy and vigilance on the part of the station telegrapher as well as on that of the engineman, and, with it, the Northern Pacific trusts the telegraph block system.

In considering the A B C system it is proper, also, to compare it with the electric train staff system, which is classed as a "controlled manual" block system. In this comparison the A B C system has no important advantage, except in cost of apparatus, and it has the theoretical disadvantage that the electric train staff apparatus, designed to prevent any possible error on the part of the station signalmen and any possible evil consequences from an error on the part of the dispatcher, is quite simple and is subject to few derangements; whereas the human instruments of the A B C system may err, and this from causes which have usually been held to be largely beyond control.

With automatic block signals, also, the comparison would be, first, one based on cost of apparatus. In cost alone the difference between the two systems is so great that for the present we may say that a comparison need not be considered.

The Northern Pacific has found that with the A B C system its heavy freight trains are run over the road in 20 per cent less time than under the old system, where all train orders had to be in the form of telegrams to conductors, and had to be repeated and signed for. This economy is important to the company and an advantage to the public; and it has enabled the trainmen to earn their regular mileage pay in fewer hours than formerly; but, of course, economy must not be sought at the expense of safety. It may be admitted freely that the A B C system is theoretically a simpler means for safeguarding opposing train movements on single track, and therefore a safer means than the time-table and the dispatcher system; and even that it is practically so, in so far as may be judged by the experience thus far had with it; but in the safeguarding of railroad trains, which means the care of many lives, the only acceptable standard for comparison is the highest attainable perfection.

The weakest feature of the A B C system—aside from questions of personnel and discipline—is that the “duplicate order” principle is not used. Under this principle an order affecting two opposing trains is written in the same words for both trains. For example: “To train No. 1: Trains 1 and 12 will meet at Millville; No. 12 take siding.” “To train No. 12: Trains 1 and 12 will meet at Millville; No. 12 take siding.” Under the A B C rules the dispatcher issues orders in form like the following: “To train No. 1: * * * take siding for No. 12 at Millville.” “To train No. 12: * * * hold main track and meet No. 1 at Millville.” If by mistake he tells both trains to hold main track, the safeguard against a collision at the meeting point is only the thickness of the signal post at the station, as each train would have the right to proceed to (but not beyond) the signal. Two collisions have occurred on the Northern Pacific at meeting points. In both cases the dispatcher by mistake directed both of the trains to continue along the main track, and the station operators did not discover and correct this error. Both of the station operators interested should have seen the dispatcher's error, for each of them, after hearing his order, had to send a similar one, and to compare it with the dispatcher's. In one of the cases one of the trains ran past the stop signal at the station, which was midway between the ends of the passing track. This disregard of a stop signal is a kind of negligence that may occur under all block systems unless they have derails or automatic stops to forcibly halt the train. In the other case the meeting point was a “blind siding”—that is, a passing track between two stations—with no station agent or telegrapher. After the occurrence of these collisions the Northern Pacific adopted a rule under which at meeting points the train holding the main track, as well as the one which is to enter the siding, must stop at the approach to the station; that is, before reaching the first switch. This seems to have been deemed less wasteful of time, as well as a more satisfactory safety provision, than to adopt the “duplicate” method of wording the meeting orders. And this rule prevails not only at “blind sidings” but at telegraph stations as well. This rule, nearly or quite equivalent to a rule requiring all trains to be run with speed under control at every point within yard limits, and not merely under that degree of control necessary to make a stop at the station signal, is, no doubt, adequate, *so far as a rule can be adequate*, to cure the weakness which has developed; but, obviously, the strength of any rule for the conduct of trainmen lies in its enforcement; and the question whether the A B C system approximates perfection in a reasonable degree can be answered only after considering carefully the methods of discipline which are carried out to guard against errors, neglect, or misconduct.

It is to be borne in mind that any arrangement by which trains meet at a siding where there is no attendant and no signals is hardly to be considered as a legitimate part of a block system. The practice of the Northern Pacific in giving work trains the right to the use of a block section for a certain number of hours is also a questionable modification of the block-system principle. It is true that with this the dispatcher, in his orders designed to keep other trains out of that block, may omit mention of the time limit, requiring such other trains to keep out indefinitely; but the fact that time limits are countenanced for any purpose makes more difficult the task of uniformly enforcing the true space-interval principle, which must not depend on time.

Where trains have to be divided between stations, and in all such irregular conditions, the A B C system has the same disadvantages as most other systems.

In the case of a long-continued failure of the telegraph or telephone line, a temporary time-table would have to be used. Such a time-table is printed and kept in readiness.

It is fair to express the purpose of the A B C system as being to make the telegraph block system safe enough to justify the abandonment of the time-consuming safeguards of the old system. These safeguards are the time-table, with its rules, and the written-and-repeated dispatcher's order. A main feature of the A B C system is the requirement that no train shall pass any station until it has received a “card.” This requirement means that every train must approach every station prepared to stop. Distant signals, situated 100 rods or more from the station, to enable the station man to give the engineman seasonable notice that he will be required to stop, are provided at only a part of the stations on the Northern Pacific. Where such signals are not provided the strictest discipline is necessary to secure regular obedience to the rule to be prepared to stop, as has just been observed.

In addition to this feature of discipline the discipline of the dispatchers and the station signalmen—working by means of the telegraph or the telephone—must be an important element.

Concerning these matters of discipline the board has not yet been able fully to inform itself, and therefore does not attempt to formulate a precise estimate of the absolute or the comparative merit of the A B C system; but in view of its extended use on the Northern Pacific lines, its time-saving features, and its elements of simplicity, it has been deemed proper to give this account of it.

CONTROLLED MANUAL SIGNALING.

The board has made no detailed inspection of the controlled manual block-signal system during the year. Considering only those installations in which track-circuit protection is employed—which are found principally on two roads, the New York Central and the New York, New Haven & Hartford—it is to be observed that both of these roads are now taking some of these signals out of service and putting up automatic signals in place of them. The New Haven road is making this change in connection with the reconstruction of its line from New Rochelle to Harlem River, N. Y., 12 miles, which has been made a six-track line. The New York Central is making it on its main line between New York City and Buffalo. Several sections, aggregating about 50 miles of line, have been changed already, and it appears to be the intention to supersede the manual by the automatic on the whole of the 440 miles between the cities named, the larger part of which is four-track line. The chief reason for making the change is to increase the capacity of the road by making the block sections very much shorter than heretofore. To do this with manual signals would increase the annual cost by the amount of the wages of the three signalmen required at every new block station; whereas with automatic signals, requiring no attendants to operate them, the cost of operation is only slightly increased by increasing the number of blocks.

The use of controlled manual on three important single-track railroads was briefly referred to in our last annual report. One of these roads, the Illinois Central, discontinued the use of its controlled manual block system early in 1908 because of the falling off in business and of the increase in cost of wages of signalmen due to the requirements of the hours-of-labor law, under which block-signal offices kept open twenty-four hours a day must have three signalmen, the men working eight hours each daily. This plan increased the expenses for wages nearly or quite 50 per cent, the former plan having been to work such offices with two men, each being on duty twelve hours a day. These lines, aggregating about 780 miles in length, are now worked under the "Time table and train dispatcher" system.

The most complete installation of the controlled manual block system (other than the train-staff system) which is known to the board as being in use on a single-track line where operations are carried on under ordinary single-track conditions is that on the Pennsylvania Railroad between Cameron, Pa., and Sterling Run, a distance of $3\frac{1}{2}$ miles. These signals have been in use three years, and have given satisfactory service.

THE AUTOMATIC BLOCK SYSTEM.

New automatic signals have been erected and put in service by a number of railroads during the past year, aggregating a considerable mileage. The exact figures have not yet been compiled. The three-position upper-quadrant semaphore is used in a large part of these new installations, this design having found favor with the majority of signal engineers. With signal arms moving upward from the horizontal or stop to the vertical or clear position, there is greater security against accidental sticking of a signal wrongfully in the clear or "proceed" position, as gravity tends constantly to move the arm to the stop position, and any accumulation of ice or snow on the arm helps this tendency instead of tending to counteract it, as may be the case with arms moving in the lower quadrant. This design of semaphore is more economical as well as safer, as the three indications of a single arm (and a single lamp at night) serve all of the purposes of two separate arms and lamps in the usual two-position arrangement.

A notable installation of automatic block signals completed during the past year is that of the Hudson & Manhattan Railroad between Church street, New York City, and the Pennsylvania Railroad station in Jersey City. This line is in tunnels beneath the Hudson River, and at the busiest hours of the day the number of trains is such as to demand that the tracks be used to the limit of their capacity. As in other tunnel-signal systems in and near New York, the

"overlap" is used to guard against collisions from inattention to signals on the part of the motorman, and with every block section there is an automatic stop, designed to apply the brakes even if the motorman be wholly oblivious to his duties. These safeguards being provided and the block sections being made very short, trains are run with safety at 50 miles an hour, following one another at intervals of one minute and a half. On this line all of the electrical apparatus is worked by alternating current and a number of new designs of apparatus are made use of.

Both the Hudson & Manhattan (on the new line here mentioned and on its older line) and the Interborough Rapid Transit Company, of New York, referred to in our last report, have all of their high-speed tracks equipped with automatic train stops (mechanical trips); and officers of both companies state that these trips have never failed to stop a train which passed them wrongfully; that is, the apparatus has never failed to perform its duty as a safety device. On the Interborough these stops have now been worked (in unison with signal movements) many million times.

AUTOMATIC STOPS.

As has been set forth in previous reports, the principal question to be dealt with by this board in connection with automatic stops is that concerning their applicability to the varied conditions of general railroad traffic and their behavior under adverse weather conditions. The stops in use on underground and elevated railroads, never seriously interfered with by drifting snow or by sleet and ice, throw little light on this problem. Four installations on surface railroads have received the attention of the board during the year, two of which, however, were not in complete shape.

The devices of the Rowell-Potter Safety Stop Company were installed in October, 1908, on 5 miles of the Chicago, Burlington & Quincy single-track line between Sugar Grove and Big Rock, Ill., and on 2 miles of the double-track line of the same company east of Aurora, Ill. Two locomotives used in local freight service were fitted with the apparatus to apply the air brakes. These engines were in regular service throughout the winter, and the inspector of the board observed the behavior of the apparatus in cold weather and at times when there was deep snow on and around the ground apparatus. The Rowell-Potter train stop is a mechanical trip. A bar lying parallel and close to one of the rails of the track is lifted a short distance above the rail whenever the visual signal is set in the stop position; and this bar, coming in contact with an air-brake valve (suspended from the equalizer of one of the trucks of the tender) opens the valve and applies the brakes. Bars at the side of the track are provided in duplicate at each signal location, the two being rigidly connected to each other in such a way that one bar must always be in engaging position (to stop a train) and the other depressed. One is 180 feet in advance of the other, and if the first one fails to go to the stop position behind a passing locomotive, the second one remains up and stops the train. Power to operate the stop as well as to operate the semaphore signals of the system is derived from the pressure of the wheels of passing trains on levers fixed close to the rails, these levers serving to wind up a coil spring. This power apparatus is one of the principal features of the Rowell-Potter system as presented. Track circuit control is provided as in ordinary automatic block signaling.

The board has summarized the reports of the inspection of this apparatus during the winter that it was under observation and has expressed its opinion to the proprietors in substance as follows: The power-storing machine is generally of good design and has given as good results as could be expected from a new machine; and as regards safety, a regular installation would, it is believed, merit approval. But the advantage claimed for this machine over other means of producing power is in economy, and on this point no satisfactory data are available. This board can consider the question of economy only as it relates to safety.

The semaphore signals in this system require power to restore them to the stop position. While the use of duplicate track trips would insure the stoppage of a train in the event of its passing a signal which was improperly stuck at clear, the system would be more commendable if the power machine were used only for clearing the signals and if they were arranged to assume the stop position by gravity.

The design of the mechanical-trip train stops is commended. They are subjected to such severe shocks that springs, primarily undesirable, are used in

their connections, but the arrangement seems to be sufficiently safeguarded against a failure of the stop from a breakage of a spring. The engine air-brake valve has given fairly satisfactory service, but in the design, as used, air pressure tends to hold the valve closed; it ought to tend to open it.

As regards the system as a whole, the board concludes that if the faults mentioned (in the report) were remedied, and it sees no reason why they should not be substantially overcome, and if the apparatus were well inspected and maintained, the system would be safe and reliable, and its use would tend materially to promote safety of operation on a railroad using it. As to its economy, there is insufficient data to form a conclusion of any real value.

S. H. Harrington's automatic stop has been in use in connection with one signal on the Northern Railroad of New Jersey over two years, and with seven signals on the same line about fourteen months. This stop has been carefully watched by the proprietor's inspectors, and he has presented to the board a summary of their reports. Unlike any other well-developed device brought before the board, this stop works "overhead;" that is to say, the device fixed at the roadside is suspended, about 15 feet above the track, in such a way as to come into contact with a projecting arm of an air-brake valve on the top of the cab of the locomotive, the opening of which valve applies the brakes. The roadside device consists of a short iron bar suspended in a vertical position, loosely, by a chain; and it is of such size and weight as to cause the movement of the lever on the locomotive cab by its inertia alone, without being rigidly fastened to its support. As before stated, the board expects to detail an inspector to watch the operation of the Harrington stop during the coming winter.

The Perry-Prentice apparatus, referred to in our last report, has been further examined. In this the actuation of the stopping device (or a visual or audible signal) on a moving vehicle is effected by Hertzian waves, having their source in the currents in a line wire strung on poles at the side of the railroad and acting through the atmosphere without metallic connection from line wire to vehicle. This apparatus was tried on the line of the Suburban Railroad Company, an electric line between Chicago and La Grange, Ill. In the experiments witnessed the function of the Hertzian wave apparatus—which embodies a principle not before used in railroad signaling—was performed in a manner warranting the encouragement of further experiments whenever a more complete installation shall be made.

The Simmen Automatic Signal Company, which more than a year ago proposed to install automatic stopping apparatus and laid plans before the board, has made an installation of some of its apparatus on the Atchison, Topeka & Santa Fe Railway between Highgrove and Perris, Cal., the length of road equipped being about 18 miles; and also on about 10 miles of the Toronto & York Radial Railway, an electric line running westward from Toronto, Ontario; but neither of these installations is provided with the automatic stop feature. The device works by means of an electrical contact. In the Toronto installation, which has been examined by members of the board, there are contact bars or rails at each signaling point, and these are used for conveying an electric current from the dispatcher's office to lights in the motorman's cab in such a way as to give the motorman "proceed" or "stop" signals, by green or red lights. Alongside of the lights in the cab are a telephone and a bell, and telephone messages are exchanged between the dispatcher and the motorman over the same circuit that is used to control the lights, that is to say, the line wire from the dispatcher's office (a wire to each station), the contact bar, and the connections from the bar to the apparatus in the cab. The cab signal in this Toronto installation is a part of a dispatching system, not a block system. One man, the dispatcher, performs the signaling operations for each and every station or signaling point. He gives to the motormen their instructions to proceed from station to station by means of lights, and also confirms this by speaking over the telephone. The levers or circuit closers by which the signals are sent over the circuits to the different signaling points are interlocked so as to prevent the giving of conflicting signals; but the details of this interlocking apparatus have not been laid before the board. The use of the Toronto installation during last winter afforded some little experience in the management of the contact bars at the signaling points in cold weather; but on the question of the behavior of such contacts where trains are run at high speed little light was thrown.

A train-control system, embodying the use of short sections of track rail made of nonmagnetic steel, has been presented to the board. This system has

been held to possess merit warranting the board in encouraging the proprietors to develop it practically, and in testing it under operating conditions if a satisfactory installation for that purpose is offered.

CAB SIGNALS.

As was noted in our last report, automatic stop apparatus is used in America (New York, Boston, and Philadelphia), while cab signals are used in France and, to a limited extent, in England. There are no cab signals in America and no automatic stops in Europe (except on the London underground lines, where the conditions are similar to those in New York).

The only cab signal used in connection with an approved block system that has received the attention of the board during the past year is that on the Great Western Railway of England, which was described in our last annual report, pages 14 and 36. From Mr. A. T. Blackall, the signal engineer of the Great Western Railway, we have received a record of the behavior of these stops during the twenty-one months ending September 30 last.

"The signal has been used on the locomotives of the Fairford branch of the Great Western three years. Mr. Blackall writes that very little trouble has been experienced with frost and none with snow, the contact shoes on the engines being heated in cold weather by steam. These signals are used in place of the fixed visual distant signals, and the distant semaphores have been taken out of service. There are on the Fairford line an average of 5,650 signal operations a year. A record is kept of every irregularity. These during the twelve months of 1908 and the first nine months of 1909 were as follows:

	Bell instead of whistle.	Neither bell nor whistle.	Both bell and whistle.	Whistle instead of neutral.	Whistle inde- pendent- ly of ramps.
1908.					
January				4	1
February		1	1	3	
March				3	
April		1	2	1	
May			1	3	
June				3	
July					
August				2	
September				3	
October					
November				1	
December				3	
1909.					
January			3	6	
February				2	
March			2	1	
April		1	1		
May		1		1	
June				1	
July					
August					
September				1	

"It will be observed that during the whole twelve months there was not a single case of a false 'clear' signal; in fact, says Mr. Blackall, there has not at any time been such a case, either on the Fairford line or on the main line.

"The causes of the failures have been various. The four cases in which neither bell nor whistle was received were bell failures; that is to say, the line was clear and the operation of the danger signal was duly and properly suppressed, but the bell failed. Two failures were caused by something on the engine getting in contact with the shoe and so short-circuiting the electro-magnet connected with the shoe; two or three cases were due to frost. There was one case of a broken wire and another due to a defective battery.

"Since our report of a year ago 76 signaling ramps have been installed on the main line between Reading and Slough. Twenty-one engines are fitted with the cab apparatus. No record has been made of the number of signal operations on the main line, although a record is kept of all failures.

"The design of the cab apparatus on the main-line engines has been somewhat modified from that originally installed on the Fairfield line. Instead of the current picked up directly energizing the electro-magnet for keeping the whistle closed, current from the line operates a polarized relay on the engine, which keeps the whistle closed by means of a local circuit."

AUTOMATIC STOPS AND CAB SIGNALS.

For reasons which have been sufficiently explained, these two devices are naturally considered together. In both of them a vital question is that concerning the efficiency of the means for conveying an impulse from a source fixed on or near the roadway to apparatus carried in or on a moving vehicle. It is in the light of this fact that the Railway Signal Association has formulated "requisites of installation," setting forth the conditions which it is held must be complied with in order to provide either a stop or a cab signal system which shall be satisfactory. These requisites, as conditionally approved at the annual meeting of the Railway Signal Association in 1908, were given in our last report, page 22. This conditional approval was confirmed by the active members of the association in a letter ballot in January, 1909, by a four-fifths vote; but at the annual meeting of the association this year (Louisville, Oct. 14, 1909) the subject was reopened, and from the discussion which took place at that time it would appear that the attitude of the association can hardly be looked upon as being so well defined and well settled as might appear from a perusal of the "requisites." The action of the association must be considered in the light of the fact that, with very few exceptions, the members doubtless look upon the question of automatic stops and cab signals as one which need not be taken up, except as a theory, until some time in the more or less distant future.

ASH PANS.

In compliance with directions from the Commission, the board, with the aid of the Commission's safety appliance inspectors, has procured from the principal railroads of the country descriptions of the ash pans used by them, together with information covering the extent to which locomotives are now equipped with ash pans that are designed to meet the requirements of the ash-pan law. This law provides that on and after the 1st day of January 1910, it shall be unlawful for any common carrier engaged in interstate or foreign commerce by railroad to use any locomotive in moving interstate or foreign traffic not equipped with an ash pan which can be dumped or emptied and cleaned without the necessity of any employee going under such locomotive. It is made the duty of the Interstate Commerce Commission to enforce the provisions of the act, and a penalty of \$200 for each and every violation of the act is provided. The law makes it the duty of the United States district attorney having jurisdiction in the locality where a violation shall have been committed to bring suits for recovery of the penalty upon duly verified information being lodged with him of a violation having occurred, and it is also the duty of the Interstate Commerce Commission to lodge with the proper district attorneys information of any such violation as may come to its knowledge. Locomotives upon which, by reason of the use of oil, electricity, or other such agency, an ash pan is not necessary are excepted from the provisions of the law.

The reports received by the board up to November 1, 1909, cover a total of 50,879 locomotives. Of this number 26,336 are equipped with pans that are designed to meet the requirements of the law. The reports indicate that a further number of 19,676 locomotives are expected to be properly equipped before January 1, 1910. Of the total number of engines reported, 2,813 come under the exception in section 6 of the law as not requiring ash pans, and 25 are to be retired from service before the end of the year.

This leaves 2,029 locomotives, of the total number reported, which apparently will remain to be equipped after January 1, 1910. The roads reported as having locomotives that will not be equipped on January 1, together with the extent of such deficient equipment, are as follows:

Atlantic Coast Line.....	184
Bessemer & Lake Erie.....	20
Buffalo, Rochester & Pittsburgh.....	161
Chicago & Alton.....	143
Chicago, Milwaukee & St. Paul.....	340

Chippewa Valley & Northern.....	2
Cleveland, Cincinnati, Chicago & St. Louis.....	27
Florida East Coast.....	61
Green Bay & Western.....	28
Illinois Central.....	250
Louisiana Railway & Navigation Co.....	30
Manistee & Grand Rapids.....	4
Missouri, Kansas & Texas.....	159
New York, Chicago & St. Louis.....	43
Oregon Railroad & Navigation Co.....	65
Oregon Short Line.....	156
Peoria & Eastern.....	14
St. Louis Southwestern.....	17
St. Louis South Western of Texas.....	34
Southern Pacific—east of Sparks.....	12
Tennessee Central.....	14
Terminal Railroad Association of St. Louis.....	51
Wabash.....	214
Total.....	2, 029

The drawings of ash pans received from the railroads have been classified, and the board has had them examined by Mr. George L. Fowler, of New York City, a mechanical engineer who has had long experience in locomotive design and operation in general, as well as with the particular devices now under consideration. Mr. Fowler prepared descriptive and comparative notes concerning each principal class of emptying arrangements, and these notes, with drawings, were of great service to the board. He finds a variety of devices in use, differing somewhat in simplicity of construction and facility of operation, but all thus far examined appear to be of such a character that their use would constitute compliance with the law. As pointed out by Mr. Fowler, the spirit of the act would seem to require the use of an apparatus which not only will properly clear out the contents of the ash pan, but also will be capable of being restored to its normal position, ready for the next operation, without requiring that any person shall go beneath the engine. Some of the devices in use, so far as can be judged by the drawings, will not be satisfactory in this respect.

As to the ash-pan devices of which descriptions and drawings have been presented by inventors to the board, two are in use, and the descriptions indicate that their use would comply with the law. Six others are crude and evidently designed by persons not well acquainted with the problem to be dealt with.

AIR BRAKES AND DETAILS.

Specifications and plans of numerous devices for the improvement of power brakes have been submitted to the board for examination, but no device has yet been approved. While some of the inventions possess sufficient merit to justify a further investigation, the great majority of them appear to have been designed by persons who are not familiar with the requirements of modern service.

While safety is the prime factor to be considered in the braking of cars, it is not the only one. There must also be sufficient flexibility to permit the making of smooth, accurate stops in the shortest possible distance, combined with simplicity and durability.

Specifications and plans of one complete air-brake system have been submitted and examined, and a preliminary test has been witnessed; and while the apparatus in question has one strong point in its favor, namely, that in it the brakes are applied by the pressure of coiled springs and are held off the wheels by air pressure, so that in the event of loss of air pressure, not only in the train line but also in the main reservoir, the brakes are applied by spring pressure, the apparatus was found to be so defective mechanically as to render its use impracticable without further improvement.

The brake referred to is that of the St. Clair Air Brake Company, of Indianapolis, Ind. Its characteristic feature is a powerful coil spring carried in a cylinder, concentric with the brake cylinder and arranged "tandem" with it, and so connected that air pressure from the train line compresses the spring, so that the power therein stored constitutes the primary force for use in apply-

ing the brakes. The air pressure, which is normally used in opposition to the springs for holding the brakes released, may be used to reenforce the pressure applied to the brake shoes by the coil springs. This brake was tested on a train of heavy cars on a steep grade on the Copper Range Railroad July 6 and 7, 1908, and satisfactory reports are furnished of the behavior of the brakes in this test. Air pressure was economized, so that a much larger reserve power was made available for descending a long grade than is practicable with standard air-brake equipment alone. But in the preparations for a test of a 50-car train at La Junta, Colo., on the Atchison, Topeka & Santa Fe, in July, 1909, it was found that the St. Clair brakes did not work properly in connection with the Westinghouse air brakes, which were fitted to a part of the cars in the train. The test was not carried far enough to explain satisfactorily the reasons for the failure of the brakes to work together, but defective workmanship in the distributing valves was one of the reasons. The difficulties altogether were so great that the test was abandoned.

From the data presented the board concluded that the St. Clair brake might work satisfactorily when used by itself in a train, but that it was not expedient to take further action concerning it until the apparatus should be developed so as to make the system operable satisfactorily in the same train with the Westinghouse and New York air brakes. The inherent feature of this system is that in the absence of any air pressure in the cylinders the brakes are set. For moving cars in switching where air pressure is not available, means, not as yet provided by the proprietors, would have to be devised for releasing the brakes to permit movement of the cars.

A number of specifications describing automatic couplers for air, steam, and signal hose have been submitted to the board. The adoption of a practical automatic hose coupling is important to both the railroads and their employees, both as a time saver and as a safety device.^a

Automatic hose connectors are now in use to a very limited extent. They are of two general types, one known as the side-port and the other as the straight-port type. The term straight-port connector is used to designate one in which the contact faces are in a vertical plane at right angles to the track. A side-port connector is one in which the contact faces are in a vertical plane parallel to the track. Both types of connectors have been used for periods of time varying from one to four years, on a number of railroads, and this service has demonstrated that, when properly applied and maintained, either type is practical. This use has been almost entirely in passenger service. This is considered the most severe test, on account of there being three lines of hose to connect. In freight service, where only a single line of hose is required, less difficulty should be experienced in perfecting a satisfactory connector, notwithstanding the greater length of trains.

Although automatic connectors have been in regular use on several hundred passenger cars on one road for over four years, the service seems still to be looked upon as experimental, a fact which suggests the somewhat complicated nature of the mechanical, financial, and operating problems that are involved in the proposition to adopt automatic hose connectors universally.

This being the situation, this board has as yet taken no action concerning the inventions and proposals that have been submitted to it. Most of the inventors of automatic hose couplers seem to overlook the point that as it is manifestly impossible to equip all cars in service at the same time, any hose connector, to be serviceable, must be so constructed that it can be coupled to couplings now in common use until a sufficient time has elapsed to have all cars equipped. The absence of this feature in any connector is sufficient to prevent its adoption, except in isolated situations. Another important question is the stopping of leaks and making light repairs in yards. In many of the automatic hose-coupling devices which have been examined no provision has been made for doing such work after the cars have been coupled together without separating them, which means that a switching engine must be at hand. This, from an operating standpoint, is clearly impracticable. Other hose connectors which have been examined contain an automatic valve to take the place of the angle cock. This valve is so designed that the flow of air in the brake pipe would

^a In the case of *United States v. Boston & Maine Railroad Company*, in the district court of the United States for the district of Massachusetts, January 5, 1909, Judge Dodge in his charge to the jury held "that a man engaged in connecting or disconnecting the air hose between the cars is engaged in coupling or uncoupling cars, within the meaning of the statute, if it is necessary for him to connect or disconnect that hose in order to connect or disconnect the cars."

be impeded, so much so as to seriously interfere with the proper operation of the brakes.

A number of specifications describing automatic pressure-retaining valves have also been submitted, and have been examined. While some of these are well designed and would, no doubt, operate properly when in good condition, it does not seem advisable to recommend the use, on cars generally, of such an addition to the brake system until the railroads' present system of making air-brake repairs can be improved; for the retaining valves would no doubt soon become so defective as to be an element of danger rather than a safety device. In no part of the air-brake equipment are durability and simplicity more desirable than in the retaining valve. The valve on a given car may go unused for long periods of time; yet when it is needed, as on heavy mountain grades, it must be in perfect condition, for in that service it is a vital element in the safety of the train.

Another device which has been submitted for examination by several different inventors is one for locking the brake and holding it applied after it has been applied by the air pressure. While such devices might possibly be of value on special cars, not to be interchanged between one road and another, they are impracticable for general use, chiefly because they destroy the flexibility of the brake system, which is so necessary for the successful and smooth handling of trains.

The foregoing suggestions are not made for the purpose of discouraging inventors or with any idea of limiting their field of work, but rather for the purpose of calling their attention to certain well-established principles which must be observed.

THE "LOOSE WHEEL."

The board has been called upon to consider two inventions aiming to avoid the slipping of one of a pair of wheels mounted rigidly on an axle when rounding curves, thus reducing friction and consequent wear and tear on both wheels and rails. It has long been a favorite idea that by mounting the wheels on the axle independently of each other, the same as on a wagon, much saving of power and of wear would be effected. Loose wheels were thoroughly tried more than thirty years ago, and for reasons based on the experience then had this board has declined to encourage these later inventions. While some of the designs are meritorious in certain features, they are all necessarily complicated and more expensive to make than the rigid-wheel construction, and much more difficult to maintain.

The extended experiments conducted on the Miltimore wheel and axle between 1870 and 1880 demonstrated that there was a saving in motive power and a reduction of wear as compared with the rigid-wheel construction; but while a mechanical success it can not be said to have been a commercial success. It failed because of excessive first cost, complication in the details of its construction, inaccessibility of its parts, and the difficulties of proper maintenance.

The heaviest and most rigid truck in the train is the engine frame itself, which carries the drivers, and to this the loose-wheel construction is not, of course, adapted; consequently, there must always be the wear and tear on the track structure of the engine itself, equal, presumably, to that of a number of cars. The most, therefore, that could be claimed for the loose-wheel construction would be the saving of power and the wear and tear due to the cars themselves, which can amount to only a part of the total for the entire train.

Allowing everything that could be reasonably expected of the loose-wheel construction, the board is of the opinion that there is not in it a promise of sufficient merit over present constructions to warrant its adoption by the railroads.

INVENTIONS RELATING TO TRACK.

The board has examined a considerable number of designs of railway rails, rail joints, ties, and track fastenings of various forms. In by far the greater number of these devices the drawings and descriptions show clearly that the inventors are unfamiliar with the requirements that such devices must meet. Most inventors of rails, for example, do not appreciate the fact that railroad rails can not be punched or have notches cut into them and can not be formed into various shapes by machining, because of the expense involved and also because of the danger of fractures starting at angles. Many inventors attempt to use one form of structure for the support of the tracks and another for the maintenance of the gauge, whereas economy and good design require that these

functions should be assumed by one member. Many inventors of metal ties make no provision whatever for changing the track gauge, or for shimming the track when, because of the ties becoming frozen into the ground, it is necessary to raise the rails from the tie.

Practically all the inventions in this line that have been thus far considered have been considered unfavorably, except a few of those relating to metal sleepers or ties. Of the tie inventions a number of designs have shown more or less merit, considering them from a purely mechanical or scientific standpoint. But none have been presented by parties who were ready to put their ties in service in track, under conditions which the board deemed satisfactory, and no tests have as yet been undertaken.

The investigation which the board made concerning the use of titanium in rails is a subject which does not here warrant extended review. The experiments which have been made in this field by rail makers and inventors are of much interest, both from a scientific standpoint and as measures of economy, but this board must consider them from the single standpoint of safety; and from this point of view the subject is of only secondary interest, as rails of satisfactory quality can be, and are, made by the old processes without using titanium or any costly alloy.

CONCLUSIONS.

The board has given all proper encouragement to every proposition that has been brought to its attention which has appeared to be useful or to embody reasonable hope of being useful for the promotion of the safety of railroad travel or railroad operation. In the investigation of automatic train control the results have been meager, because (except in the two cases mentioned) no one has seen fit to expend the very large sums of money that would be necessary to build and install apparatus for making satisfactory tests of inventions of this class. This board has no authority to spend money for apparatus and can not therefore expedite the development even of the devices which it has approved for test. The main features of this branch of the art of railroad operation are pretty well understood, and, aside from making tests in accordance with the law and reporting the results thereof, there is little that the board can do concerning it. The thing needed is experience in severe service. There are as yet no extensive permanent installations which will afford this experience.

The board therefore is not at this time prepared to make a definite and positive recommendation for the use of an automatic stop in connection with the block-signal system. It is reasonable to expect, however, that when the systems which have been approved by the board for test have been subjected to severe trial under service conditions and have had any faults which such tests may develop corrected, it will be found that several forms of automatic train-controlling devices are available for use. The art of automatic train control, like the art of signaling, must be developed by those most intimately concerned in its use, namely, the railroads themselves. It is not to be expected that trials or tests conducted by the Government will, independently of extended use by railroads, result in the production of devices or systems fully developed to meet all the exacting conditions of railroad operation. The real value of any mechanism can only be demonstrated by its extended use in the place and for the purpose intended. The Government, under existing law, can do little more than eliminate those devices and systems which are obviously unsatisfactory, present in concise form such information as it may gather in regard to the question, and indicate through the published results of examinations and tests a line of effort which it is believed will, if followed by the railroad companies themselves, result in the practical development of automatic train control to a point where it will at least serve materially to diminish the woefully large number of accidents which might be prevented by the use of reliable automatic train-controlling devices.

In block signaling proper no important new propositions have been brought out, except the A B C system (and that has been investigated by the board on its own motion), and the only action taken has been such as was deemed necessary to keep informed concerning the practice of the railroads generally in this respect. As has been stated, the practice in "telegraph" or manual block signaling is in many places open to criticism. For the correction of this unsatisfactory practice the most feasible governmental measure is the establishment of regular supervision over all interstate carriers in this respect. This has been heretofore advocated by the Commission and has been embodied in bills presented in Congress to enforce the use of the block system and to

investigate train accidents. By the passage of these bills the way can be opened for the establishment in this country of the very praiseworthy methods in signaling and in other features affecting safety which are in vogue in Great Britain, and which have produced the remarkable freedom from accidents recently recorded in that country.^a These safety measures were epitomized on page 69 of our last annual report, those pertinent to our present purpose being—

1. Careful selection and thorough training of block signalmen.
2. Constant, regular, and thorough inspection of manual block signal operation and methods.
3. Proper inclosing of railroad tracks, together with the enforcement of laws against trespassing thereon.
4. The payment of pensions by railroad companies to their superannuated employees.
5. The compulsory use of a space interval in train operation.

The first two of the foregoing heads have been touched upon. The third, the question of dealing with trespassing, is less directly connected with train operation; but with 5,000 or 6,000 trespassers killed on the railroad tracks of the United States every year, the nonenforcement of the laws against trespassing must be looked upon as a crying evil, demanding the attention of every governmental agency that has any power in the premises.

The payment of pensions undoubtedly tends materially to enhance safety by promoting contentment among the employees. By fostering the feeling on the part of the employee that he has a permanent interest in the company's welfare, good discipline is promoted. There is probably no one factor so important to the safety of railroad operation in this country at the present time as the promotion of good discipline among employees. Excellent results have manifested themselves from the operation of the pension system on the Pennsylvania Railroad and on the Baltimore & Ohio, and the board notes with satisfaction that the companies embraced in the "New York Central Lines" have recently decided to pay pensions to their employees.

The reasons why the use of the block system should be enforced by law have been set forth in previous reports, and scarcely need repeating. Progress is being made by a number of important roads, but that progress is very irregular. In some cases the block system has been abandoned. A principal feature of the bill which has been before Congress is the provision for governmental supervision of the operation of the block system. Only by such comprehensive supervision will it be possible adequately to deal with the defects in manual block signaling which have been pointed out in this report, or to secure the full information which the public should have, concerning manual block signaling, automatic block signaling, interlocking of switches and signals, and train operation generally.

Respectfully submitted.

M. E. COOLEY, *Chairman*,
 AZEL AMES,
 F. G. EWALD,
 B. B. ADAMS,

Block Signal and Train Control Board.

W. P. BORLAND, *Secretary.*

^a In the year 1908 (as in 1901) no passenger was killed in a train accident on any railway in the United Kingdom and only six employees were killed in such accidents.

APPENDIX F.

COMPLAINTS IN WHICH REPARATION WAS AUTHORIZED
ON INFORMAL PLEADINGS.

DECEMBER 1, 1908, TO NOVEMBER 30, 1909.

COMPLAINTS IN WHICH REPARATION WAS AUTHORIZED ON INFORMAL PLEADINGS.

FROM DECEMBER 1, 1908, TO NOVEMBER 30, 1909.

587. *Waller, Young & Company v. Louisville & Nashville Railroad Company.* June 14, 1909. Refund of \$108.52 on shipment of wheat from Morganfield, Ky., to Atlanta, Ga., on account of excessive rate.

640. *A. S. Killey & Company v. Central of Georgia Railway Company.* September 29, 1909. Refund of \$10.50 and to waive collection of undercharge of \$25.95 on shipment of 1 stallion from Winder, Ga., to Lafayette, Ala., on account of excessive rate.

647. *Hanging Rock Iron Company v. Norfolk & Western Railway Company.* February 3, 1909. Refund of \$26.60 on shipment of pig iron from Hanging Rock, Ohio, to Maysville, Ky., on account of excessive rate.

650. *Edward Hines Lumber Company v. Chicago & Northwestern Railway Company.* June 11, 1909. Refund of \$436 on shipment of lumber from Iron River, Wis., to Chicago, Ill., on account of excessive rate.

658. *G. W. Gates Lumber Company v. Oregon Railroad & Navigation Company.* February 26, 1909. Refund of \$55.40 on 1 car of lumber from Middletown, Oreg., to Garfield, Utah, on account of misrouting.

705. *Union Roofing Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* June 11, 1909. Refund of \$12.20 on shipment of building paper from Elkhart, Ind., to St. Paul, Minn., on account of excessive rate.

723. *C. N. Dietz Lumber Company v. Chicago & Northwestern Railway Company.* November 16, 1909. Refund of \$42.39 on 2 cars of lumber from Omaha, Nebr., to Gregory, S. Dak., on account of excessive rate.

733. *Marblehead Lime Company v. Chicago & Northwestern Railway Company.* August 2, 1909. Refund of \$21.20 on 1 car of lime from Grimms, Wis., to Tolleston, Ind., on account of excessive rate.

754. *The Heisler Company v. Toledo & Ohio Central Railroad Company.* June 4, 1908. Refund of \$160.73 on shipment of pumping machinery from St. Marys, Ohio, to Waukegan, Ill., on account of excessive rate.

756. *McLane, Swift & Company v. Wisconsin Central Railway Company.* March 5, 1909. Refund of \$13.29 on 1 car of wheat from Sweetwater, Idaho, to Battle Creek, Mich., on account of misrouting.

790. *Sanford Richards v. Chicago, Burlington & Quincy Railroad Company.* May 22, 1909. Refund of \$62.17 on shipment of grain from Orleans, Nebr., to Kansas City, Mo., on account of excessive rate.

809. *Guenther Milling Company v. Galveston, Harrisburg & San Antonio Railway Company.* January 29, 1909. Refund of \$413.25 on back-haul shipments of flour, meal, bran, etc., milled at San Antonio, Tex., from wheat originating at points in Oklahoma and forwarded to Houston, Tex., on account of excessive rate.

892. *Consolidated Lumber Company v. San Pedro, Los Angeles & Salt Lake Railroad Company.* July 29, 1909. Refund of \$384.24 on shipments of lumber from East San Pedro, Cal., to Las Vegas, Nev., on account of excessive rate.

893. *Massillon Iron & Steel Company v. Pennsylvania Company.* June 18, 1909. Refund of \$319.83 on shipments of pipe from Newcomerstown, Ohio, and Massillon, Ohio, to various points, on account of excessive rate.

931. *Montana Elevator Company v. Montana Railroad Company.* August 26, 1908. Refund of \$3,196.33 on shipments of grain from points on Montana Railroad to eastern terminals, on account of excessive rate.

932. *Missoula Mercantile Company v. Northern Pacific Railway Company.* April 9, 1909. Refund of \$30.99 on 1 car of sugar from San Francisco, Cal., to Taft, Mont., on account of excessive rate.

977. *G. Heileman Brewing Company v. Chicago, Burlington & Quincy Railroad Company*. May 17, 1909. Refund of \$3.14 on shipments of beer from La Crosse, Wis., to Moorhead, Minn., on account of excessive rate.

997. *American Cotton Oil Company v. St. Louis Southwestern Railway Company*. July 29, 1909. Refund of \$38 on shipment of cotton-seed meal from England, Ark., to Dundee, Mich., on account of misrouting.

1011. *Southern Texas Truck Growers' Association v. Gulf, Colorado & Santa Fe Railway Company*. May 29, 1908. Refund of \$61 on shipments of vegetables from points in Texas to various points, on account of excessive reconsigning charges.

1032. *Salmon Brothers v. Chicago & Northwestern Railway Company*. October 31, 1908. Refund of \$74.39 on shipment of brick from Brazil, Ind., to Beloit, Wis., on account of excessive rate.

1083. *Colorado Fuel & Iron Company v. Chicago, Burlington & Quincy Railroad Company*. July 2, 1908. Refund of \$180.60 on 1 car of mine props from West Nahant, S. Dak., to Guernsey, Wyo., on account of excessive rate.

1088. *P. M. Manghan v. Southern Pacific Company*. October 10, 1908. Refund of \$99.10 on 2 shipments of hogs from Franklin, Idaho, and Cache Junction, Utah, to Wellsville, Utah, on account of excessive rate.

1094. *Baker & Holekamp v. Fort Smith & Western Railroad Company*. February 26, 1909. Refund of \$100.68 on shipment of cattle from Clearview, Okla., to St. Louis, Mo., on account of excessive rate.

1107. *J. B. Simmons & Company v. Central Railroad Company of New Jersey*. June 12, 1909. Refund of \$64 on various shipments of vegetables, etc., on account of excessive demurrage.

1115. *Mitchell-Spalding Coal Company v. New York Central Lines*. August 2, 1909. Refund of \$15.96 on shipments of coal from Wide Mouth, W. Va., to Chicago, Ill., reconsigned to Jefferson Park, Ill., on account of excessive switching charges.

1123. *Chicago, St. Paul, Minneapolis & Omaha Railway Company v. St. Louis & San Francisco Railroad Company*. January 7, 1909. Refund of \$73.27 on 2 shipments of apples from Salem, Mo., to Sioux Falls, S. Dak., on account of misrouting.

1124. *Floriston Pulp & Paper Company v. Southern Pacific Company*. November 27, 1908. Refund of \$1,129.53 on shipment of paper from Floriston, Cal., to Seattle, Wash., on account of excessive rate.

1127. *Floriston Pulp & Paper Company v. Southern Pacific Company*. December 9, 1908. Refund of \$922.96 on shipment of wrapping paper from Floriston, Cal., to Portland, Oreg., on account of excessive rate.

1133. *Van Wickle & Metzger v. Chicago & Northwestern Railway Company*. May 4, 1909. Waiving collection of undercharge of \$363.28 on shipments of chop feed and meal from York, Nebr., to Deadwood, S. Dak., on account of excessive rate.

1140. *Sumter Lumber Company v. Alabama Great Southern Railroad Company*. June 18, 1909. Refund of \$6.18 on 1 car of laths from Hixon, Ala., to Ferdinand, Ind., on account of misrouting.

1165. *Mazapil Copper Company (Limited) v. Texas & New Orleans Railroad Company*. March 30, 1909. Refund of \$26.66 on 1 car of coke from Bessemer, Ala., to Saltillo, Mexico, on account of misrouting.

1233. *F. S. Harmon & Company v. Northern Pacific Railway Company*. April 21 1909. Refund of \$176.28 on 2 cars of furniture from Chehalis, Wash., to Portland, Oreg., on account of excessive rate.

1238. *Sheridan Coal Company v. Chicago, Burlington & Quincy Railroad Company and Northern Pacific Railway Company*. June 18, 1909. Refund of \$20.02 on 1 car of coal from Dietz, Wyo., to Spokane, Wash., on account of excessive rate.

1251. *R. W. Prosser v. Galveston, Harrisburg & San Antonio Railway Company*. May 12, 1909. Refund of \$817.47 on 35 cars of cattle from Comstock, Tex., to Kaw, Okla., on account of excessive rate.

1253. *Buchanan-Foster Company v. Pennsylvania Railroad Company*. January 6, 1909. Refund of \$429.68 on 14 cars of tar oil from Donaghmore, Pa., to Norfolk, Va., on account of excessive rate.

1258. *New Richmond Roller Mills Company v. Wisconsin Central Railway Company.* February 3, 1909. Refund of \$682.43 on shipments of grain from Minneapolis, Minn., to New Richmond, Wis., on account of excessive rate.

1273. *Giant Powder Company v. Southern Pacific Company.* June 17, 1909. Refund of \$13.53 on 1 car of dynamite from Giant, Cal., to Silver City, N. Mex., on account of misrouting.

1316. *Consolidated Coal Company v. Southern Pacific Company.* May 14, 1909. Refund of \$394.60 on 8 cars of coal from Keyser, W. Va., to San Francisco, Cal., on account of excessive rate.

1318. *Independent Supply Company v. Southern Pacific Company.* July 7, 1908. Refund of \$221.21 on 2 cars of coal from Keyser, W. Va., to Oakland, Cal., on account of excessive rate.

1319. *Independent Supply Company v. Southern Pacific Company.* July 7, 1909. Refund of \$103.74 on 2 cars of coal from Keyser, W. Va., to Middle Camp and Angels, Cal., on account of excessive rate.

1322. *American Cotton Oil Company v. Missouri, Kansas & Texas Railway Company.* February 27, 1909. Refund of \$122.18 on 1 car of cotton-seed oil from Fort Smith, Ark., to Cincinnati, Ohio, on account of misrouting.

1324. *G. H. Deeves Lumber Company v. Chicago & Northwestern Railway Company.* April 14, 1908. Refund of \$3.50 on 1 car of lumber from Cloquet, Minn., to Chicago, Ill., on account of excessive switching charges.

1335. *American Sheet & Tin Plate Company v. Baltimore & Ohio Railroad Company.* October 18, 1909. Refund of \$21.49 on shipment of black plate from New Castle, Pa., to Bellaire, Ohio, on account of excessive rate.

1344. *American Sheet & Tin Plate Company v. Pennsylvania Railroad Company.* February 6, 1909. Refund of \$1.01 on shipment of planished iron from McKeesport, Pa., to Quincy, Ill., on account of excessive rate.

1356. *Plunkett, Jarrell Grocer Company v. Wisconsin Central Railway Company.* April 20, 1909. Refund of \$108.17 on shipment of potatoes from Plainsfield, Wis., to Pocahontas, Ark., on account of excessive rate.

1362. *Germain & Boyd Lumber Company v. Louisiana Railway & Navigation Company.* May 3, 1909. Refund of \$71.49 on 1 car of lumber from Atlanta, La., to Toledo, Ohio, on account of having been sent in error to Toledo, Ill.

1387. *Charles W. Kuehl v. Michigan Central Railroad Company.* August 2, 1909. Refund of \$476.06 on shipments of bark from various points in Michigan to Buffalo, N. Y., on account of excessive rate.

1398. *King Refining Company v. Southern Pacific Company.* November 13, 1908. Refund of \$351.37 on shipment of oil from Stock Yards, Cal., to Reno, Nev., on account of excessive rate.

1405. *S. E. Carr v. Oregon Railroad & Navigation Company.* February 24, 1909. Refund of \$25.07 on 5 shipments of various articles from Weston, Oreg., to Spokane, Wash., on account of excessive rate.

1471. *Tubbs Fuel & Feed Company v. Southern Pacific Company.* March 27, 1909. Refund of \$198.43 on 21 cars of coal from Gallup, N. Mex., to Winthrop, Colo., on account of excessive rate.

1480. *American Sheet & Tin Plate Company v. Pittsburg & Lake Erie Railroad Company.* June 11, 1909. Refund of \$28.17 on shipment of black plate from Demmler, Pa., to Oshawa, Ontario, on account of excessive rate.

1493. *American Sheet & Tin Plate Company v. Pennsylvania Company.* May 22, 1909. Refund of \$0.98 on shipments of plate steel from Canal Dover, Ohio, to Buffalo, N. Y., on account of excessive rate.

1497. *American Sheet & Tin Plate Company v. Pennsylvania Railroad Company.* June 30, 1909. Refund of \$20.97 on shipment of roofing iron from Canal Dover, Ohio, to Keokuk, Iowa, on account of excessive rate.

1510. *American Sheet & Tin Plate Company v. Pennsylvania Company.* May 29, 1909. Refund of \$1.19 on shipment of tin plate from New Castle, Pa., to Quincy, Ill., on account of excessive rate.

1516. *American Sheet & Tin Plate Company v. Lake Erie & Western Railroad Company.* June 1, 1909. Refund of \$36.72 on shipment of black plate from Elwood, Ind., to Sheboygan, Wis., on account of excessive rate.

1521. *American Sheet & Tin Plate Company v. Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company.* November 18, 1909. Refund of \$19.62 on shipment of tin plate from Elwood, Ind., to Dixon, Ill., on account of excessive rate.

1522. *American Sheet & Tin Plate Company v. Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company.* November 18, 1909. Refund of \$12.57 on shipment of tin plate from Chester, W. Va., to Cedar Rapids, Iowa, on account of excessive rate.

1548. *J. Cushing & Company v. New York Central & Hudson River Railroad Company.* November 4, 1909. Refund of \$58 on 4 cars of gluten feed from Chicago, Ill., to Brockton, Mass., on account of misrouting.

1550. *Eastern & Western Lumber Company v. Southern Pacific Company.* November 28, 1908. Refund of \$24.20 on 1 car of lumber from Portland, Oreg., to Goldfield, Nev., on account of excessive rate.

1565. *W. W. Herron Lumber Company v. Cincinnati, New Orleans & Texas Pacific Railway Company.* August 14, 1909. Refund of \$20.86 on 2 cars of lumber from Lyman and Brooklyn, Miss., to Butler, Pa., on account of excessive rate.

1567. *American Linseed Company v. Chicago, Burlington & Quincy Railroad Company.* May 19, 1909. Refund of \$139.50 on 6 cars of oil meal from Sioux City, Iowa, to various points in Nebraska, on account of excessive rate.

1574. *Penick & Ford v. Galveston, Harrisburg & San Antonio Railway Company.* April 8, 1909. Refund of \$399.46 on 4 cars sugar and molasses from Wharton, Tex., to Shreveport, La., on account of excessive rate.

1588. *Western Maryland Railroad Company v. Chesapeake & Ohio Railway Company.* February 24, 1909. Refund of \$2.95 on shipment of tobacco from Louisville, Ky., to Covington, Ind., on account of misrouting.

1590. *Chase & Company v. Southern Railway Company.* May 17, 1909. Refund of \$6.98 on 1 car of celery from Sanford, Fla., to Pittsburg, Pa., on account of excessive rate.

1605. *Albion Milling Company v. Chicago & Northwestern Railway Company.* November 20, 1908. Refund of \$39.95 on 1 car of flour and corn from Albion, Nebr., to Oelrichs, S. Dak., on account of excessive rate.

1606. *Armour & Company v. Houston & Texas Central Railroad Company.* July 20, 1909. Refund of \$11.73 on shipment of packing-house products from Fort Worth, Tex., to New Orleans, La., on account of excessive rate.

1622. *International Salt Company of Illinois v. Illinois Central Railroad Company.* March 30, 1909. Refund of \$10.20 on 2 cars of salt shipped from New Iberia, La., to St. Louis, Mo., on account of nonabsorption of switching charges.

1623. *International Salt Company of Illinois v. Illinois Central Railroad Company.* July 15, 1909. Refund of \$18 on shipment of salt from New Iberia, La., to St. Louis, Mo., on account of nonabsorption of switching charges.

1629. *Hirsch Brothers v. Texas & New Orleans Railroad Company.* May 25, 1909. Refund of \$3.79 on shipment of candy from Chicago, Ill., to Houston, Tex., on account of excessive rate.

1635. *C. H. Worcester Company v. Chicago, Burlington & Quincy Railroad Company.* March 23, 1908. Refund of \$48 on 2 cars of poles from Pines, Wis., to Columbus, Nebr., on account of misrouting.

1639. *Madison Oil Company v. Central of Georgia Railway Company.* February 15, 1909. Refund of \$53.69 on 7 cars of cotton linters from Madison, Ga., to Philadelphia, Pa., on account of excessive rate.

1647. *Newport Lumber Company v. Seaboard Air Line Railway.* July 29, 1909. Refund of \$631.97 on shipments of cross-ties from Pittsboro, N. C., to Bridgeport, Pa., on account of excessive rate.

1649. *The Blackshear Manufacturing Company v. Atlantic Coast Line Railroad Company.* March 19, 1909. Refund of \$241.91 on 25 cars of phosphate rock from Nichols, Fla., to Blackshear, Ga., on account of excessive rate.

1651. *W. Z. Smith & Son v. St. Louis & San Francisco Railroad Company.* November 12, 1908. Refund of \$10.08 on shipment of broom corn from Lawton, Okla., to Arcola, Ill., on account of excessive rate.

1653. *Draper Company v. Atlantic Coast Line Railroad Company.* January 11, 1909. Refund of \$38 on 1 carload of machinery from Hopedale, Mass., to Iva, S. C., on account of excessive rate.

1713. *Standard Fuel Supply Company v. Atlantic Coast Line Railroad Company.* April 3, 1909. Refund of \$151.79 on 6 cars of coal from Durham, Ga., to Lake Mary, Fla., on account of excessive rate.

1720. *Sherwin-Williams Company v. Erie Railroad Company*. August 30, 1909. Refund of \$67.92 on 4 cars of oil cake from Cleveland, Ohio, to Rotterdam, Holland, on account of excessive rate.

1722. *White Lake Lumber Company v. Chicago & Northwestern Railway Company*. May 19, 1909. Refund of \$26.14 on 9 cars of lumber from Rainy River and Beaudette, Minn., to Chicago, Ill., on account of excessive rate.

1770. *H. J. Heinz Company v. Illinois Central Railroad Company*. May 19, 1909. Refund of \$25.08 on shipment of pickles from Allegheny, Pa., to Nashville, Tenn., on account of excessive rate.

1781. *Ottumwa Bridge Company v. Chicago, Milwaukee & St. Paul Railway Company*. March 30, 1909. Refund of \$169.03 on shipment of bridge iron from Ottumwa, Iowa, to Mobile, Ala., on account of misrouting.

1793. *J. I. Lamb Company v. Chicago, Burlington & Quincy Railroad Company*. May 10, 1909. Refund of \$20.66 on shipment of oysters from Cambridge, Md., to La Crosse, Wis., on account of excessive rate.

1796. *Crane Company v. Chicago & Northwestern Railway Company*. June 1, 1909. Refund of \$69.35 on 2 cars of iron pipe, etc., from Chicago, Ill., to Calumet, Mich., on account of excessive rate.

1823. *Leo. H. Hirsch & Company v. Wabash Railroad Company*. November 12, 1909. Refund of \$58.29 on 2 cars of mussel shells from Valley City, Ill., to Muscatine, Iowa, on account of excessive rate.

1833. *Ball Brothers Glass Manufacturing Company v. Missouri Kansas & Texas Railway Company*. November 17, 1909. Refund of \$310.73 on 3 cars of fruit jars from Coffeyville, Kans., to Spokane and Bellingham, Wash., on account of excessive rate.

1835. *Clark Grain & Fuel Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company*. February 6, 1909. Refund of \$23.20 on 1 car of hay from Jim Falls, Wis., to Indian Town, Mich., on account of excessive rate.

1838. *United States Cast Iron Pipe & Foundry Company v. Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company*. July 29, 1909. Refund of \$93.36 on 1 car of cast-iron pipe from Columbus, Ohio, to Escanaba, Mich., on account of excessive rate.

1843. *Pennsylvania Coal & Supply Company v. Pere Marquette Railroad Company*. February 3, 1909. Refund of \$15 on 3 cars of coal from Saginaw, Mich., to Milwaukee, Wis., on account of nonabsorption of switching charge.

1856. *Advance Lumber Company v. Chicago, Rock Island & Pacific Railway Company*. December 23, 1908. Refund of \$17.40 on shipment of dry gum lumber from Edmondson, Ark., to Cleveland, Ohio, on account of misrouting.

1858. *In the Matter of Relief of Agent of Southern Kansas Railway of Texas at Panhandle, Tex.* April 22, 1909. Waiving collection of undercharge of \$43.20 on shipment of hay from Roswell, N. Mex., to Panhandle, Tex., on account of excessive rate.

1878. *Agar Packing Company v. Chicago & Northwestern Railway Company*. September 29, 1908. Refund of \$36.60 on 4 cars of cattle from Burke, S. Dak., to Des Moines, Iowa, on account of excessive rate.

1879. *Humbird Lumber Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company*. December 9, 1908. Refund of \$275.69 on 1 car of bar iron from Duluth, Minn., to Sand Point, Idaho, on account of excessive rate.

1888. *Fidelity Coal Mining Company v. St. Louis & San Francisco Railroad Company*. February 6, 1909. Refund of \$115.52 on 2 cars of coal from Weir and Turck, Kans., to Guthrie, Okla., on account of excessive rate.

1892. *Bartlesville National Bank v. St. Louis & San Francisco Railroad Company*. November 25, 1908. Refund of \$13.50 on 1 car of glass from St. Louis, Mo., to Bartlesville, Okla., on account of misrouting.

1912. *De Camp Brothers & Yule, Iron Coal & Coke Company v. St. Louis & San Francisco Railroad Company*. May 29, 1909. Refund of \$207.75 on 1 car of pig iron from Trussville, Ala., to Thurber Junction, Tex., on account of misrouting.

1914. *Wabash Screen Door Company v. St. Louis & San Francisco Railroad Company*. October 26, 1908. Refund of \$36.83 on 1 car of washboards from Memphis, Tenn., to Minneapolis, Minn., on account of misrouting.

1916. *Oval Wood Dish Company v. Pere Marquette Railroad Company.* February 5, 1909. Refund of \$18.26 on 2 cars of butter dishes from Traverse City, Mich., to Burlington, Iowa, on account of excessive rate.

1917. *R. S. Parham v. Florida Railway Company.* September 11, 1909. Refund of \$8.39 on shipment of lumber from Fenholloway, Fla., to Greenville, Ga., on account of excessive rate.

1925. *Magill Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* April 26, 1909. Refund of \$22.82 on 1 car of lumber from Perkins, Ark., to Stark, Ark., on account of misrouting.

1927. *Central States Fuel Company v. Chicago, Rock Island & Pacific Railway Company.* September 15, 1909. Waives collection of \$54.98 on 1 car of coal from Johnson City, Ill., to Lohrville, La., on account of excessive rate.

1931. *J. W. Sefton Manufacturing Company v. Michigan Central Railroad Company.* April 26, 1909. Refund of \$38.22 on 2 cars of paper boxes from Chicago, Ill., to Philadelphia, Pa., on account of excessive rate.

1935. *Chicago & Alton Railroad Company v. Chicago, Rock Island & Pacific Railway Company.* August 9, 1909. Refund of \$20.11 on 1 car of flour from Topeka, Kans., to Springfield, Ill., on account of misrouting.

1945. *Clay Robinson & Company v. Denver & Rio Grande Railroad Company.* November 16, 1909. Refund of \$82.25 on shipment of sheep from Salt Lake City, Utah, to Kansas City, Mo., on account of excessive rate.

1949. *Pacific Hardware & Steel Company v. Atchison, Topeka & Santa Fe Railway Company.* May 22, 1909. Refund of \$118.33 on shipment of blacksmith's forges and parts from Lancaster, Pa., to San Francisco, Cal., on account of excessive rate.

1953. *W. C. Morris & Son v. Eastern Railway of New Mexico.* February 13, 1909. Waiving collection of undercharge of \$271.30 on 1 car of cotton seed from Carey, Tex., to Portales, N. Mex., on account of excessive rate.

1957. *Consolidated Lumber Company v. San Pedro, Los Angeles & Salt Lake Railroad Company.* August 31, 1909. Refund of \$556.93 on shipments of lumber from Wilmington, Cal., to points in Nevada, on account of excessive rate.

1960. *R. Herschel Manufacturing Company v. Vandalia Railroad Company.* August 2, 1909. Refund of \$28.50 on shipment of coal from Macksville, Ind., to Peoria, Ill., on account of excessive rate.

1971. *McCaull-Webster Elevator Company v. Great Northern Railway Company.* June 1, 1909. Refund of \$80.57 on various shipments of lumber from various points to Winnebago, Nebr., on account of excessive rate.

1972. *Root Glass Company v. Vandalia Railroad Company.* June 10, 1909. Refund of \$13.64 on shipment of bottles from Terre Haute, Ind., to Deerfield, Ohio, on account of excessive rate.

1973. *Sears, Roebuck & Company v. Vandalia Railroad Company.* September 29, 1908. Refund of \$0.82 on shipment of bed parts from Mooresville, Ind., to Boydsville, Ky., on account of misrouting.

1977. *Chapin & Company v. Chicago, Rock Island & Pacific Railway Company.* October 29, 1908. Refund of \$15 on 1 car of bran from Kansas City, Mo., to Greenwood, Miss., on account of misrouting.

1978. *Illinois Box Company v. Chicago, Rock Island & Pacific Railway Company.* April 12, 1909. Refund of \$16.86 on 2 cars of lumber from Madison, Ark., to Alton, Ill., on account of misrouting.

1989. *Sulphur Timber & Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* August 9, 1909. Refund of \$21.28 on 1 car of lumber from Winnfield, La., to Creal Springs, Ill., on account of misrouting.

1993. *Ozark Cooperage & Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* January 8, 1909. Refund of \$30 on 1 car of hoops from Proctor, Ark., to Coffeyville, Kans., on account of misrouting.

1998. *Duluth Log Company v. Northern Pacific Railway Company.* February 23, 1909. Refund of \$0.96 on shipment of poles from Duluth, Minn., to Holstein, Iowa, on account of nonallowance for stake equipment.

2006. *Fish Brothers Manufacturing Company v. Chicago, Rock Island & Pacific Railway Company.* March 30, 1909. Refund of \$15.53 on 1 car of farm wagons from Clinton, Iowa, to Winona, Minn., on account of misrouting.

2012. *Anchor Coal Company v. Chicago, Rock Island & Pacific Railway Company*. April 3, 1909. Refund of \$29.48 on 1 car of coal from Centerville, Iowa, to Fairfax, S. Dak., on account of misrouting.

2017. *Parsons Band Cutter & Self Feeder Company v. Chicago, Rock Island & Pacific Railway Company*. February 4, 1909. Refund of \$18.17 on shipment of 1 hay press from Newton, Iowa, to Las Animas, Colo., on account of misrouting.

2026. *Central Arizona Railway Company v. Atchison, Topeka & Santa Fe Railway Company*. November 6, 1908. Refund of \$100.88 on 3 cars of coal from Gallup, N. Mex., to Flagstaff, Ariz., on account of excessive rate.

2042. *Paola Refining Company v. Missouri, Kansas & Texas Railway Company*. April 21, 1909. Refund of \$7.41 on 65 barrels of oil from Paola, Kans., to Boonville, Mo., on account of excessive rate.

2050. *Lacy-Gores Lumber Company & L. M. Whitcomb, Receiver, v. Chicago, Rock Island & Pacific Railway Company*. September 20, 1909. Refund of \$24.48 on 1 car of lumber from Pinnacle, Ark., to Harrisburg, Ill., on account of misrouting.

2063. *Missouri Pacific Railway Company v. Chicago, Rock Island & Pacific Railway Company*. December 30, 1908. Refund of \$34.50 on 1 car of plaster from Watonga, Okla., to Delavan, Kans., on account of misrouting.

2073. *Fort Defiance Coal & Coke Company v. Chesapeake & Ohio Railway Company*. June 4, 1909. Refund of \$518.06 on 108 cars of coal from mines near Old Ganley, W. Va., to Jacksonville, Fla., on account of excessive rate.

2076. *Scobee-Williams Spoke Company v. Louisville & Nashville Railroad Company*. September 15, 1909. Refund of \$110.49 on shipment of raw material from various points to Winchester, Ky., on account of excessive rate.

2079. *Winslow Brothers & Smith Company v. Norfolk & Western Railway Company*. February 15, 1909. Refund of \$157.78 on 3 cars of fleshings from Narrows, Va., to Norwood, Mass., on account of excessive rate.

2084. *Sulphur Lumber & Timber Company v. Chicago, Rock Island & Pacific Railway Company*. April 22, 1909. Refund of \$7.55 on 1 car of lumber from Winnfield, La., to Carrolton, Ill., on account of misrouting.

2086. *C. Hoffman & Son v. Chicago, Rock Island & Pacific Railway Company*. April 20, 1909. Refund of \$11.99 on 1 car of flour from Woodbine, Kans., to Doniphan, Mo., on account of misrouting.

2094. *U. S. Chair Company v. Southern Railway Company*. February 8, 1909. Refund of \$136.62 on shipment of chair stock from Liberty, N. C., to Corry, Pa., on account of excessive rate.

2100. *Southwestern Rice Company v. Houston & Texas Central Railroad Company*. May 25, 1909. Refund of \$181.98 on shipment of rice from Houston, Tex., to Santa Fe, N. Mex., on account of excessive rate.

2105. *Newport Lumber Company v. Seaboard Air Line Railway*. July 30, 1909. Refund of \$2,353.43 on shipment of cross ties from Seagrove, N. C., to Port Richmond, Philadelphia, Pa., on account of excessive rate.

2117. *Lippincott Glass Company v. Wabash Railroad Company*. June 11, 1909. Refund of \$3.30 on 1 car of glass chimneys from Alexandria, Ind., to Toledo, Ohio, on account of excessive rate.

2124. *Lafayette Engineering Company v. Chicago, Indianapolis & Louisville Railroad Company*. April 22, 1909. Refund of \$68.86 on 2 cars of bridge material from Lafayette, Ind., to Beloit, Wis., on account of excessive rate.

2134. *Hudson & Dugger v. Illinois Central Railroad Company*. July 30, 1909. Refund of \$44.40 on 1 car of coopers flag from Montezuma, N. Y., to Clarksdale, Miss., on account of excessive rate.

2140. *Lindsay Brothers v. Chicago & Northwestern Railway Company*. March 30, 1909. Refund of \$14.08 on shipment of vehicles from Pontiac, Mich., to Milwaukee, Wis., on account of misrouting.

2148. *Grasselli Chemical Company v. Mobile & Ohio Railroad Company*. March 31, 1909. Refund of \$1,476.08 on shipment of pyrites imported from Mobile, Ala., to Grasselli, Ala., on account of excessive rate.

2152. *James Gibson, jr., v. Pennsylvania Railroad Company*. June 28, 1909. Refund of \$722.97 on shipments of timber from Strattonville, Pa., to Levis, Quebec, on account of excessive rate.

2160. *Swedish Iron & Steel Corporation v. Louisiana Railway and Navigation Company.* September 27, 1909. Waive collection of \$14.90 and refund \$57.55 on 1 car of iron from New Orleans, La., to Beaumont, Tex., on account of excessive rate.

2193. *Edgar Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* July 8, 1909. Refund of \$16.47 on 1 car of lumber from Cornie, Ark., to Sheboygan, Wis., on account of misrouting.

2196. *Wisconsin Milling Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* August 23, 1909. Refund of \$18 on 1 car of flour from Menominee, Wis., to Fairmont, Mass., on account of misrouting.

2209. *Copper Queen Consolidated Mining Company v. El Paso & Southwestern System.* May 29, 1909. Refund of \$108.50 on shipment of iron beds from Kenasha, Wis., to Douglas, Ariz., on account of excessive rate.

2217. *Borrowdale Brothers v. El Paso & Southwestern System.* September 9, 1909. Refund of \$67.09 on shipment of coal from Gallup, N. Mex., to Tombstone, Ariz., on account of excessive rate.

2218. *Al Knowles v. El Paso & Southwestern System.* June 5, 1909. Refund of \$144.70 on shipment of 1 auto runabout from Detroit, Mich., to Douglas, Ariz., on account of excessive rate.

2219. *Tombstone Consolidated Mining Company v. El Paso & Southwestern System.* September 24, 1909. Refund of \$70.92 on shipment of coal from Gallup, N. Mex., to Tombstone, Ariz., on account of excessive rate.

2223. *Edgar Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* April 9, 1909. Refund of \$7.71 on 1 car of lumber from Cornie, Ark., to Evansville, Ind., on account of misrouting.

2225. *Rock Island Plow Company v. Chicago, Rock Island & Pacific Railway Company.* October 28, 1908. Refund of \$1.69 on 1 car of agricultural implements from Rock Island, Ill., to Osage, Iowa, on account of misrouting.

2226. *Kelley Maus & Company v. Chicago & Eastern Illinois Railroad Company.* June 26, 1909. Refund of \$31.39 on shipment of bar iron from Terre Haute, Ind., to Pella, Iowa, on account of misrouting.

2232. *Copper Queen Consolidated Mining Company v. El Paso & Southwestern System.* July 30, 1909. Refund of \$38.16 on shipment of eggs from Topeka, Kans., to Bisbee, Ariz., on account of excessive rate.

2234. *Pennsylvania Fireproofing Company v. Pittsburg, Shawmut & Northern Railroad Company.* April 17, 1909. Refund of \$109.70 on 5 cars of brick from Kaulmont, Pa., to Wellsville, N. Y., on account of excessive rate.

2243. *Copper Queen Consolidated Mining Company v. El Paso & Southwestern System.* November 10, 1909. Refund of \$61.48 on shipment of eggs from Topeka, Kans., to Douglas, Ariz., on account of excessive rate.

2244. *Copper Queen Consolidated Mining Company v. El Paso & Southwestern System.* July 30, 1909. Refund of \$58.40 on shipment of eggs from Winfield, Kans., to Douglas, Ariz., on account of excessive rate.

2275. *T. E. Irwin & Brother v. Chicago, Rock Island & Pacific Railway Company.* May 26, 1909. Refund of \$6.12 on 1 car of lumber from Bernice, La., to Patoka, Ill., on account of misrouting.

2278. *Huttig Manufacturing Company v. Chicago, Rock Island & Pacific Railway Company.* March 9, 1909. Refund of \$6.44 on 1 car of merchandise from Muscatine, Iowa, to Fulton, Mo., on account of misrouting.

2280. *Fordyce Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* December 23, 1908. Refund of \$25.25 on 1 car of lumber from Fordyce, Ark., to Stoughton, Wis., on account of misrouting.

2292. *J. H. McPherson v. El Paso & Southwestern System.* October 7, 1908. Refund of \$91.27 on shipment of coal from Gallup, N. Mex., to Tombstone, Ariz., on account of excessive rate.

2294. *J. G. Leavell & Company v. Chicago Great Western Railway Company.* April 12, 1909. Refund of \$66.14 on shipment of molasses from Lake Side, Tex., to St. Paul, Minn., on account of excessive weight.

2313. *Reading Iron Company v. Central Railroad Company of New Jersey.* August 6, 1909. Refund of \$454.95 on shipments of mill cinders from Elizabethport, N. J., to Emaus, Pa., on account of excessive rate.

2343. *Southeastern Lime & Cement Company v. Southern Railway Company.* February 15, 1909. Refund of \$149.40 on 5 cars of lime from Crab Orchard, Tenn., to Charleston, S. C., on account of excessive rate.

2354. *Marblehead Lime Company v. Chicago, Burlington & Quincy Railroad Company.* May 28, 1909. Refund of \$68 on 1 car of lime from Springfield, Mo., to Sheridan, Wyo., on account of excessive rate.

2359. *Willard Case Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* January 13, 1909. Refund of \$9.20 on 1 car of lumber from Stineville, Ark., to Mason City, Ill., on account of misrouting.

2362. *Huttig Manufacturing Company v. Chicago, Rock Island & Pacific Railway Company.* November 11, 1908. Refund of \$2.23 on shipment of building paper from Muscatine, Iowa, to Fulton, Mo., on account of misrouting.

2368. *Bryant Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* February 10, 1909. Refund of \$14 on 1 car of lumber from Fourche, Ark., to Wanoka, Ark., on account of misrouting.

2369. *Edgar Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* May 5, 1909. Refund of \$6.15 on 1 car of lumber from Cornie, Ark., to Peoria, Ill., on account of misrouting.

2370. *Elwood Grain Company v. Chicago, Rock Island & Pacific Railway Company.* August 9, 1909. Refund of \$40.58 on 1 car of corn from St. Joseph, Mo., to Camden, Ark., on account of misrouting.

2372. *Roman Nose Gypsum Company v. Chicago, Rock Island & Pacific Railway Company.* July 23, 1909. Refund of \$19.80 on shipment of plaster from Bickford, Okla., to Paducah, Ky., on account of misrouting.

2374. *W. W. Reilley & Brother v. Chicago, Rock Island & Pacific Railway Company.* February 10, 1909. Refund of \$13.80 on 1 car of lumber from Abbott, Ark., to Pittsburg, Pa., on account of misrouting.

2390. *Long Bell Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* July 7, 1908. Refund of \$17.89 on 1 car of shingles from Rochester, Wash., to Newton, Ill., on account of misrouting.

2392. *Christy Fire Clay Company v. Chicago, Rock Island & Pacific Railway Company.* July 28, 1909. Refund of \$107.13 on 1 car of fire brick from St. Louis, Mo., to Eugene, Oreg., on account of misrouting.

2398. *R. E. Gardner v. Baltimore & Ohio Southwestern Railroad Company.* December 21, 1908. Refund of \$30.27 on shipment of hub blocks from Fairfield, Ill., to St. Louis, Mo., on account of excessive rate.

2399. *Sunderland Brothers Company v. Chicago, Burlington & Quincy Railroad Company.* April 21, 1909. Refund of \$19.18 on 5 cars of coal from Sheboygan, Wis., to Aurora, etc., Nebr., on account of excessive rate.

2400. *A. A. Hinkle v. San Pedro, Los Angeles & Salt Lake Railroad Company.* October 29, 1909. Refund of \$60 on shipment of cattle and spring wagon from Beatty, Nev., to Oasis, Utah, on account of excessive rate.

2415. *L. Starks Company v. Manistee & Northeastern Railroad Company.* July 19, 1909. Refund of \$16.80 on 1 car of potatoes from Bulkley, Mich., to Chicago, Ill., on account of excessive rate.

2431. *Carnegie Steel Company v. Chicago & Northwestern Railway Company.* August 6, 1909. Refund of \$113.19 on shipments of steel piling from Munhall, Pa., to Clinton, Iowa, on account of excessive rate.

2437. *Patton-Hartfield Company v. Iowa Central Railway Company.* November 23, 1909. Refund of \$12 on shipment of oats from Kensett, Iowa, to Memphis, Tenn., on account of misrouting.

2440. *Butte Wholesale Grocery Company v. Northern Pacific Railway Company.* June 4, 1909. Refund of \$111.90 on shipment of evaporated apples from Williamson, N. Y., to Butte, Mont., on account of excessive rate.

2445. *Berry-Bergs Coal Company v. St. Louis Iron Mountain & Southern Railway Company.* December 12, 1908. Refund of \$11.35 on shipment of coke from East St. Louis, Ill., to Springfield, Mo., on account of excessive rate.

2449. *Prairie Oil & Gas Company v. Atchison, Topcka & Santa Fe Railway Company.* March 19, 1909. Refund of \$2,396.52 on 102 cars of water from Fort Madison, Iowa, to Gorin, Mo., on account of excessive rate.

2452. *Charles H. Smith Estate v. New York, Ontario & Western Railway Company.* May 25, 1909. Refund of \$101.26 on shipment of lumber from Margaretville, N. Y., to New York City, on account of excessive rate.

2458. *W. W. Stokes Estate v. Illinois Central Railroad Company.* June 8, 1909. Refund of \$15.95 on shipment of coal from Lilly, Pa., to Anna, Ill., on account of excessive rate.

2467. *H. C. Hellickson & Company v. Illinois Central Railroad Company.* August 20, 1909. Refund of \$25.30 on 1 car of sugar from New Orleans, La., to Mabel, Minn., on account of excessive rate.

2474. *Shields, Morley Grocery Company v. Morgan's Louisiana & Texas Railroad & Steamship Company.* December 3, 1908. Refund of \$8.64 on shipment of oysters from Dunbar, La., to Colorado Springs, Colo., on account of excessive rate.

2483. *Bernheim Distilling Company v. Chicago, Indianapolis & Louisville Railway Company.* February 11, 1909. Refund of \$7.72 on 1 car of whisky from Louisville, Ky., to Boston, Mass., on account of excessive rate.

2492. *Oval Wood Dish Company v. Chicago & Northwestern Railway Company.* June 5, 1909. Refund of \$10.76 on shipments of wood dishes from Traverse City, Mich., to St. Paul, Minn., on account of excessive rate.

2507. *Detroit Milling Company v. Wabash Railroad Company.* September 20, 1909. Refund of \$1,634.38 on shipments of wheat from Topeka, Ind., to Adrian, Mich., on account of excessive rate.

2516. *Wm. Camcron & Company v. Atchison, Topeka & Santa Fe Railway Company.* February 9, 1909. Refund of \$4.60 on 1 car of lumber from Rockland, Tex., to Milwaukee, Wis., on account of misrouting.

2519. *Zonc Oil Company v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company.* March 10, 1909. Refund of \$3.40 on shipment of paint and grease from Cleveland, Ohio, to Marion, La., on account of misrouting.

2522. *F. M. Cramer v. Chicago & Alton Railroad Company.* November 27, 1908. Refund of \$74.20 on shipments of coal from Coffeen, Ill., to Toledo, Ohio, on account of excessive rate.

2524. *Wittenberg Warehouse & Transfer Company v. Atchison, Topeka & Santa Fe Railway Company.* May 11, 1909. Refund of \$113.47 on 1 car of beer from St. Louis, Mo., to Tonopah, Nev., on account of excessive rate.

2530. *Emmons-Hawkins Hardware Company v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company.* February 3, 1909. Refund of \$11.20 on 1 car of camp chairs from North Manchester, Ind., to Huntington, W. Va., on account of misrouting.

2531. *Nicholson File Company v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company.* May 15, 1909. Refund of \$1.80 on shipment of files from Anderson, Ind., to Johnsonburg, Pa., on account of misrouting.

2532. *American Hay & Grain Company v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company.* March 31, 1909. Refund of \$6.10 on 1 car of hay from Kenton, Ohio, to Danville, Va., on account of misrouting.

2533. *Stearns & Foster Company v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company.* December 26, 1908. Refund of \$1.60 on 1 car of matts from Lockland, Ohio, to Sioux City, Iowa, on account of misrouting.

2537. *Continental Selling Company v. Colorado & Southern Railway Company.* December 16, 1908. Refund of \$100.76 on 10 shipments of hay from Louisville, etc., Colo., to Lafayette, Jennings, etc., La., on account of excessive rate.

2540. *Sears, Roebuck & Company v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company.* December 31, 1908. Refund of \$0.48 on 1 car of fencing from Knightstown, Ind., to Harrodsburg, Ky., on account of misrouting.

2541. *Atlantic Refining Company v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company.* November 17, 1909. Refund of \$2.13 on 1 car of paint oil from Cleveland, Ohio, to Beebe, Ark., on account of misrouting.

2543. *Goff-Kirby Coal Company v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company.* April 21, 1909. Refund of \$15.75 on 1 car of feed from Indianapolis, Ind., to Chardon, Ohio, on account of misrouting.

2546. *Havana Leaf Tobacco Company v. Southern Express Company.* July 23, 1909. Refund of \$14.62 on shipment of 5 bales of tobacco from Havana, Fla., to Allegheny City, Pa., on account of excessive rate.

2551. *Bimcl Buggy Company v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company.* May 12, 1909. Refund of \$3.25 on shipment of 1 surrey from Sidney, Ohio, to Booneville, Ind., on account of misrouting.

2553. *George Green Lumber Company v. Atchison, Topeka & Santa Fe Railway Company.* February 11, 1909. Refund of \$24.08 on 1 car of lumber from Chicago, Ill., to Superior, Nebr., on account of larger car furnished than ordered.

2554. *F. Bissell Company v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company.* February 5, 1909. Refund of \$3.05 on shipment of machinery and hardware from Toledo, Ohio, to Allensville, Ky., on account of misrouting.

2555. *Cleveland Salt Company v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company.* December 29, 1908. Refund of \$5.33 on shipment of salt from Cleveland, Ohio, to Reedsville N. C., on account of misrouting.

2557. *American Tobacco Company v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company.* June 15, 1909. Refund of \$1.20 on shipment of tobacco from Louisville, Ky., to Springfield, Ill., on account of misrouting.

2559. *Brown Fence & Wire Company v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company.* July 23, 1909. Refund of \$1.25 on shipment of fence wire from Cleveland, Ohio, to Elk Park, N. C., on account of misrouting.

2560. *American Tobacco Company v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company.* June 4, 1909. Refund of \$3.07 on shipment of tobacco from Louisville, Ky., to Bangor, Me., on account of misrouting.

2562. *Dupont Powder Company v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company.* February 2, 1909. Refund of \$20.90 on shipment of powder from Fontanet, Ind., to Island, Ky., on account of misrouting.

2565. *Anglo American Copper Company v. Southern Pacific Company.* April 22, 1909. Refund of \$1,330.64 on 8 cars of crude oil from Oil City, Cal., to Kelvin, Ariz., on account of excessive rate.

2570. *Advance Lumber Company v. Gulf & Ship Island Railroad Company,* July 28, 1909. Refund of \$7.94 on 1 car of lumber from Seminary, Miss., to Cincinnati, Ohio, on account of excessive rate.

2574. *Republic Iron & Steel Company v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company.* November 20, 1909. Refund of \$2.11 on shipment of bolts from Muncie, Ind., to Kansas City, Mo., on account of misrouting.

2578. *Robert G. Kay v. Atlantic Coast Line Railroad Company.* December 26, 1908. Refund of \$5.04 on shipment of lumber from Porters Station, Fla., to Philadelphia, Pa., on account of excessive rate.

2548. *Burkenroad-Goldsmith Company v. New Orleans & Northeastern Railroad Company.* March 30, 1909. Refund of \$13.94 on shipment of sugar and coffee from New Orleans, La., to Gunthersville, Ala., on account of excessive rate.

2588. *Lear-Williams Furniture Company v. Louisville & Nashville Railroad Company.* January 5, 1909. Refund of \$1.08 on shipment of furniture from Carrollton, Ky., to Yazoo City, Miss., on account of excessive rate.

2592. *E. N. Bezenberger v. Wabash Railroad Company.* April 14, 1909. Refund of \$35.77 on shipment of coal from Chicago, Ill., to Bloomfield, Iowa, on account of excessive rate.

2593. *R. B. Carson v. Wabash Railroad Company.* February 17, 1909. Refund of \$15.53 on shipments of coal from eastern points to Moulton, Iowa, on account of excessive rate.

2594. *W. W. Wheeler Lumber & Bridge Supply Company v. Wabash Railroad Company.* June 22, 1909. Refund of \$23.68 on shipment of coal from the East to Des Moines, Iowa, on account of excessive rate.

2598. *C. F. McGee v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company.* April 20, 1909. Refund of \$23.14 on 1 car of lumber from Allens Creek, Tenn., to Richmond, Ind., on account of misrouting.

2601. *Louisville & Nashville Railroad Company and W. E. Hearst v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company.* April 8, 1909. Refund of \$16 on 1 car of corn meal from Peoria, Ill., to Latonia, Ky., on account of misrouting.

2602. *American Tobacco Company v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company.* February 2, 1909. Refund of \$0.54 on shipment of tobacco from Louisville, Ky., to North Lawrence, N. Y., on account of excessive rate.

2604. *Dupont Powder Company v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company.* June 5, 1909. Refund of \$7.70 on shipment of powder from Fontanet, Ind., to Drakesboro, Ky., on account of misrouting.

2605. *Patterson-Sargent Company v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company.* June 21, 1909. Refund of \$3.28 on shipment of paint from Cleveland, Ohio, to St. Louis, Mo., on account of misrouting.

2623. *Anderson & Gow v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* August 30, 1909. Waive collection of \$35.08 on shipment of tile from Minneapolis, Minn., to Endion, Minn., on account of misrouting.

2646. *S. Weber & Sons v. Louisville & Nashville Railroad Company.* May 15, 1909. Refund of \$22.74 on 1 car of scrap iron from Louisville, Ky., to South Bend, Ind., on account of misrouting.

2661. *Jones & Laughlin Steel Company v. Pittsburg, Cincinnati, Chicago & St. Louis Railway Company.* March 19, 1909. Refund of \$15 on 1 car of steel from Pittsburg, Pa., to Knoxville, Tenn., on account of misrouting.

2663. *Rust Boiler Company v. Seaboard Air Line Railway.* November 23, 1909. Refund of \$45.12 on shipment of boiler material from Midland, Pa., to Jacksonville, Ala., on account of excessive rate.

2674. *National Bedding Company v. Missouri, Kansas & Texas Railway Company.* January 9, 1909. Refund of \$34.97 on 3 cars of cotton linters from Eufaula, Okla., to Leavenworth, Kans., on account of excessive rate.

2689. *Bain Peanut Company v. Atlantic Coast Line Railroad Company.* May 5, 1909. Refund of \$200.18 on 17 shipments of peanuts from Williamston, N. C., to Suffolk, Va., on account of excessive rate.

2690. *Bain Peanut Company v. Atlantic Coast Line Railroad Company.* April 3, 1909. Refund of \$21.24 on 1 shipment of peanuts from Jamesville, N. C., to Suffolk, Va., on account of excessive rate.

2694. *Gallaway Flour Mill & Elevator Company v. Chicago & Northwestern Railway Company.* April 13, 1909. Refund of \$72.51 on shipment of oats, corn, flour, etc., from Oakdale, Nebr., to Casper, Wyo., on account of excessive rate.

2703. *Embree Iron Company v. Virginia & Southwestern Railway Company.* February 23, 1909. Refund of \$25.05 on shipments of coke from Imboden, Va., to Embreeville, Tenn., on account of excessive minimum carload weight.

2706. *Laclede-Christy Clay Products Company v. Southern Pacific Company.* May 27, 1909. Refund of \$93.33 on 8 cars of fire brick from St. Louis, Mo., to Oxnard, Cal., on account of excessive rate.

2711. *Linton Rolling Mill Company v. Northern Pacific Railway Company.* February 3, 1909. Refund of \$695.63 on shipment of rails from Taft, Mont., to Seattle, Wash., on account of excessive rate.

2714. *American Glue Company v. Delaware & Hudson Company.* November 12, 1909. Refund of \$1,108.90 on shipments of garnet from North Creek, N. Y., to East Walpole, Mass., on account of excessive rate.

2715. *Duluth Log Company v. Northern Pacific Railway Company.* November 12, 1908. Refund of \$9.50 on shipment of posts from Northome, Minn., to Anthon, Iowa, on account of excessive rate.

2725. *Twentieth Century Heating & Ventilating Company v. Erie Railroad Company.* January 7, 1909. Refund of \$10 on 1 car of furnaces from Akron, Ohio, to Minneapolis, Minn., on account of excessive rate.

2733. *Hove Grain & Mercantile Company v. Missouri, Kansas & Texas Railway Company.* May 22, 1909. Refund of \$49.01 on 1 car of snapped corn from Chouteau, Ind. T., to Lafayette, La., on account of misrouting.

2734. *Grays Harbor Commercial Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* February 5, 1909. Refund of \$5 on 1 car of shingles from Montesana, Wash., to Mason City, Ill., on account of drayage expense resulting from misrouting.

2735. *E. C. Best & Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* March 30, 1909. Refund of \$16.50 on 1 car of potatoes from Barnesville, Minn., to Russell, Kans., on account of misrouting.

2746. *Wm. Wrigley, jr., & Company v. Blue Ridge Railway Company.* September 15, 1909. Refund of \$1.13 on shipment of chewing gum, etc., from Anderson, S. C., to Chicago, Ill., on account of misrouting.

2747. *Horace Stocking & Son v. Chicago Great Western Railway Company.* August 22, 1908. Refund of \$21.63 on 1 car of stone from Farley, Iowa, to Lindenwood, Ill., on account of excessive rate.

2749. *Sligo Iron Store Company v. Northern Pacific Railway Company.* February 5, 1909. Refund of \$5 on shipment of wheels from Terre Haute, Ind., to Bellingham, Wash., on account of excessive rate.

2769. *Lesser-Goldman Cotton Company v. St. Louis, Iron Mountain & Southern Railway Company.* June 4, 1909. Refund of \$5.25 on shipment of 50 bales of cotton from Little Rock, Ark., to Fall River, Mass., on account of misrouting.

2772. *Landau Grocery Company v. St. Louis, Iron Mountain & Southern Railway Company.* February 27, 1909. Refund of \$0.98 on shipment of hominy and grits from St. Louis, Mo., to Waterproof, La., on account of excessive rate.

2776. *Randolph Lumber Company v. Southern Railway Company.* April 17, 1909. Refund of \$8.70 on 1 car of lumber from Jennings, Va., to Rochester, N. Y., on account of excessive rate.

2779. *Herbert Wingfield v. Southern Railway Company.* February 15, 1909. Refund of \$112.62 on 10 cars of cross-ties from various points in Virginia, to Odenton, Md., on account of misrouting.

2784. *Cleveland Trinidad Paving Company v. Midland Valley Railroad Company.* June 30, 1909. Refund of \$821.73 on shipment of asphalt from New Orleans, La., to Tulsa, Okla., on account of excessive rate.

2787. *Andrew T. Hunt v. Denver and Rio Grande Railroad Company.* November 18, 1909. Refund of \$189.96 and waive collection of undercharge of \$1,277.99 on shipments of stone from Ephriam, Parry's Quarry, and Spring City, Utah, to San Francisco, and Oakland, Cal., on account of excessive rate.

2795. *C. R. Meyer & Son v. Pennsylvania Company.* September 3, 1909. Refund of \$85.31 on 1 car of brick from New Galileo, Pa., to Oshkosh, Wis., on account of excessive rate.

2799. *Meyer, Wilson & Company v. Southern Pacific Company.* December 22, 1908. Refund of \$566.13 on shipment of fertilizer from Hamburg, Germany, to Los Angeles, Cal., on account of excessive rate.

2807. *J. B. Malcolm & Company v. Pennsylvania Railroad Company.* April 19, 1909. Refund of \$9 on shipment of canned and dried apples from Marion, N. Y., to St. Paul, Minn., on account of excessive rate.

2809. *J. B. Malcolm & Company v. Pennsylvania Railroad Company.* April 19, 1909. Refund of \$9.45 on shipment of canned apples from Marion, N. Y., to St. Paul, Minn., on account of excessive rate.

2810. *Winston, Harper, Fisher Company v. Pennsylvania Railroad Company.* June 11, 1909. Refund of \$16.71 on shipment of apples from Marion, N. Y., to Minneapolis, Minn., on account of excessive rate.

2817. *Minnequa Lumber Company v. Colorado Springs & Cripple Creek District Railway Company.* April 17, 1909. Refund of \$130.92 on 3 cars of lumber from Cimarron, N. Mex., to Cripple Creek, Colo., on account of excessive rate.

2819. *J. B. Malcolm & Company v. Pennsylvania Railroad Company.* April 22, 1909. Refund of \$10.80 on shipment of canned apples from Marion, N. Y., to St. Paul, Minn., on account of excessive rate.

2830. *W. W. Tibbals & Company v. Chesapeake & Ohio Railway Company.* August 26, 1909. Refund of \$27.73 on 1 car of ties from St. Paul, Ky., to Hebron, Ohio, on account of misrouting.

2831. *W. W. Tibbals & Company v. Chesapeake & Ohio Railway Company.* April 5, 1909. Refund of \$27.28 on 1 car of ties from St. Paul, Ky., to Hebron, Ohio, on account of misrouting.

2833. *Union Grain Company v. Atchison, Topeka & Santa Fe Railway Company.* February 15, 1909. Refund of \$33.49 on 1 car of corn from Cashion, Okla., to St. Louis, Mo., on account of misrouting.

2837. *Beckman Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* February 25, 1909. Refund of \$33 on 1 car of lumber from Opitz, Ark., to Fort Worth, Tex., on account of excessive rate.

2838. *Dardanelle, Ola & Southern Railway Company v. Chicago, Rock Island & Pacific Railway Company.* July 30, 1909. Refund of \$912.20 on 9 cars of cars, rails, etc., from East St. Louis, Ill., to Ola., Ark., on account of excessive rate.

2839. *Chicago & Northwestern Railway Company v. Chicago, Indianapolis & Louisville Railway Company.* November 23, 1909. Refund of \$18.18 on 1 car of wagons from Louisville, Ky., to Sioux Falls, S. Dak., on account of misrouting.

2841. *A. Morrison v. Chicago, Rock Island & Pacific Railway Company.* February 27, 1909. Refund of \$51.57 on shipment of potatoes from Harrah, Okla., to Amarillo, Tex., on account of excessive rate.

2843. *Parlin & Orendorff Implement Company and Maroney Hardware Company v. Chicago, Rock Island & Pacific Railway Company.* June 25, 1909. Refund of \$66 on 2 cars of wagon bows from Opitz, Ark., to Dallas, Tex., on account of excessive rate.

2844. *Coal Hill Coal Company v. Chicago & Eastern Illinois Railroad Company.* March 30, 1909. Refund of \$89.43 on 2 cars of coal from West Frankfort, Ill., to Stuart, Nebr., on account of excessive rate.

2845. *Great Lakes Dredge & Dock Company v. Chicago & Eastern Illinois Railroad Company.* February 9, 1909. Refund of \$69.66 on 8 cars of coal from McIntosh, Ind., to Gary, Ind., on account of excessive rate.

2848. *Eschenburg & Dalton v. Chicago, Rock Island & Pacific Railway Company.* November 14, 1908. Refund of \$19.16 on 2 cars of oats from Armstrong and Graettinger, Iowa, to Burr Oak, Ill., on account of excessive carload minimum.

2850. *T. H. Bunch & Company v. Chicago, Rock Island & Pacific Railway Company.* November 2, 1908. Refund of \$77.60 on 2 cars of hay from Chickasha, Okla., to Little Rock, Ark., on account of excessive rate.

2854. *W. W. Tackaberry v. St. Louis & San Francisco Railroad Company.* April 24, 1909. Refund of \$15 on shipment of hoops from Pocatontas, Ark., to Gaffney, S. C., on account of misrouting.

2856. *J. D. Hollingshead Company v. Yazoo & Mississippi Valley Railroad Company.* May 18, 1909. Refund of \$28.67 on 3 cars of circled heading from Clarksdale, Miss., to Savannah, Ga., on account of excessive rate.

2863. *Republic Iron & Steel Company v. Grand Trunk Railway System.* October 22, 1909. Refund of \$10.10 on 2 cars of iron and steel bars from East Chicago, Ind., to South Bend, Ind., on account of excessive rate.

2869. *California Fruit Growers' Exchange v. Oregon Short Line Railway Company.* June 10, 1909. Refund of \$196.72 on shipment of oranges from Casa Blanca, Cal., to Pocatello, Idaho, on account of excessive rate.

2876. *Charleston, South Carolina, Mining & Manufacturing Company v. Atlantic Coast Line Railroad Company.* April 15, 1909. Refund of \$348.19 on 109 cars of phosphate rock from Johns Island, S. C., to Wilmington, N. C., on account of excessive rate.

2877. *Baker & Warfield Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* July 8, 1909. Refund of \$42.85 on 3 cars of coal from Green Bay, Wis., to Traer, Iowa, on account of excessive rate.

2878. *Marfield, Tearse & Noyes v. Chicago, Rock Island & Pacific Railway Company.* August 25, 1909. Refund of \$3.47 on 1 car of corn from Toulon, Ill., to Chicago, Ill., on account of excessive rate.

2880. *Topcka Woolen Manufacturing Company v. Chicago, Rock Island & Pacific Railway Company.* November 4, 1908. Refund of \$11.60 on shipment of cotton from Memphis, Tenn., to Topeka, Kans., on account of excessive rate.

2882. *The Benton Coal Company v. Chicago, Rock Island & Pacific Railway Company.* January 27, 1909. Refund of \$30.57 on 5 cars of coal from Benton, Ill., to West Liberty and Iowa City, Iowa, on account of excessive rate.

2884. *R. V. Womrek Mercantile Company v. St. Louis & San Francisco Railroad Company.* March 11, 1909. Refund of \$72 on 1 car of cotton-seed hulls and meal from Dallas, Tex., to Hugo, Okla., on account of excessive rate.

2894. *Citizens Electric Company v. St. Louis & San Francisco Railroad Company.* December 7, 1908. Refund of \$53.79 on 1 car of coal from Cherokee, Kans., to Eureka Springs, Ark., on account of excessive rate.

2895. *Tennessee Cotton Oil Company v. St. Louis & San Francisco Railroad Company.* July 6, 1909. Refund of \$145.47 on 4 cars of cotton seed from Lepanto, Ark., to Memphis, Tenn., on account of excessive rate.

2896. *Greenville Mill & Elevator Company v. Missouri, Kansas & Texas Railway Company of Texas.* July 20, 1909. Refund of \$9.40 on 1 car of flour, bran, and chops from Greenville, Tex., to Point, Tex., on account of excessive rate.

2906. *J. E. McGuire v. Morgan's Louisiana & Texas Railroad & Steamship Company.* April 1, 1909. Refund of \$277.14 on 1 car of second-hand sugar machinery from Franklin, La., to Don-Tol, Tex., on account of excessive rate.

2907. *W. P. Devereaux Company v. Wisconsin Central Railway Company.* July 29, 1909. Refund of \$25.50 on 2 cars of grain screenings from Duluth, Minn., to Lake Buelah, Wis., on account of excessive rate.

2914. *F. L. Hendrickson Lumber Company v. St. Louis, Iron Mountain & Southern Railway Company.* February 3, 1909. Refund of \$26.92 on 1 car of lumber from Vian, Okla., to Chicago, Ill., on account of misrouting.

2915. *W. R. Rankin v. St. Louis, Iron Mountain & Southern Railway Company.* April 7, 1909. Refund of \$13.50 on 1 car of lumber from Charleston, Mo., to Winona, Minn., on account of misrouting.

2916. *Harriman Leather Company v. St. Louis, Iron Mountain & Southern Railway Company.* July 9, 1909. Refund of \$27.06 on shipment of hides from Shreveport, La., to Harriman, Tenn., on account of misrouting.

2938. *The Cia Pan Americana de Vehiculas, S. A., v. Michigan Central Railroad Company.* February 15, 1909. Refund of \$74.20 on shipment of 1 automobile from Detroit, Mich., to Mexico City, Mexico, on account of excessive rate.

2940. *Mitchem Brothers & Company v. Northern Pacific Railway Company.* February 3, 1909. Refund of \$212.50 on 25 cars live stock from Clearwater Branch points to Spokane, Wash., on account of excessive rate.

2943. *Bank of Hurtsboro v. Seaboard Air Line Railway.* November 18, 1908. Refund of \$63.47 on 4 cars of kainit from Savannah, Ga., to Hurtsboro, Ala., on account of excessive rate.

2947. *E. H. Stanton Company v. Northern Pacific Railway Company.* February 3, 1909. Refund of \$476 on 56 cars of live stock from Clearwater Branch points to Spokane, Wash., on account of excessive rate.

2949. *Ritter Lumber Company v. Norfolk & Western Railway Company.* April 26, 1909. Refund of \$2.20 on 1 car of lumber from Ritter, W. Va., to Oxford, Ohio, on account of excessive rate.

2956. *John C. Burns v. Chicago, Burlington & Quincy Railroad Company.* July 6, 1909. Refund of \$6.25 on shipments of oysters from Cambridge, Md., to La Crosse, Wis., on account of excessive rate.

2961. *Tennessee Fibre Company v. Louisville & Nashville Railroad Company.* January 26, 1909. Refund of \$28.75 on shipment of cotton-seed meal from Memphis, Tenn., to Mobile, Ala., on account of excessive rate.

2965. *Buffalo Scale Company v. Lake Shore & Michigan Southern Railway Company.* August 20, 1909. Refund of \$16.80 on shipment of car scales from Buffalo, N. Y., to Nashville, Tenn., on account of excessive drayage charges, due to error in accepting shipment for delivery.

2967. *Collin County Mill & Elevator Company v. Missouri, Kansas & Texas Railway Company of Texas.* May 10, 1909. Waives collection of undercharge of \$12.09 on shipment of flour, bran, and chops from McKinney, Tex., to Point, Tex., on account of excessive rate.

2977. *Keys-Fannin Lumber Company v. Chesapeake & Ohio Railway Company.* March 25, 1909. Refund of \$78.30 on 1 car of lumber from Mullens, W. Va., to East Aurora, N. Y., on account of misrouting.

2978. *Matthew Addy & Company v. Chesapeake & Ohio Railway Company.* December 14, 1908. Refund of \$39.75 on 2 cars of pig iron from Glen Wilton, Va., to Oil City, Pa., on account of misrouting.

2986. *W. I. McKee Lumber Company v. Chicago, Burlington & Quincy Railroad Company.* October 1, 1909. Refund of \$40 on 4 shipments of lumber from Lothrop, Mont., to Kearney, Lincoln, Orleans, and Verona, Nebr., on account of larger car furnished than ordered.

2991. *Fresno Agricultural Works v. Southern Pacific Company*. February 9, 1909. Refund of \$64.80 on shipment of scrapers from Fresno, Cal., to Pali-sade, Nev., on account of excessive rate.

2995. *Smith, Baker & Company v. Great Northern Railway*. September 10, 1908. Refund of \$170.40 on shipment of tea from Yokohama, Japan, to Sioux Falls, S. Dak., on account of excessive rate.

3010. *National Distilling Company v. Chicago & Northwestern Railway Company*. September 23, 1909. Refund of \$24.56 on 1 car of potato flour from Cambridge, Minn., to Cudahy, Wis., on account of excessive rate.

3014. *Louisville & Nashville Railroad Company v. Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company*. October 27, 1909. Refund of \$78.19 on shipment of tomato pulp from Underwood, Ind., to Mount Vernon, Ill., on account of misrouting.

3017. *Bluff City Lumber Company v. New Orleans & Northwestern Railroad Company*. July 20, 1909. Refund of \$14.65 on 1 car of lumber from Bastrop, La., to Flat Rock, Ill., on account of misrouting.

3039. *Hagerstown Furniture Company v. Cumberland Valley Railroad Company*. December 29, 1908. Refund of \$10 on shipment of tables from Hagerstown, Md., to New York, N. Y., on account of misrouting.

3044. *Midland Linseed Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company*. February 2, 1909. Refund of \$55.47 on shipment of lin-seed oil from Minneapolis, Minn., to St. Louis, Mo., on account of excessive rate.

3045. *Hobson Brothers v. Southern Pacific Company*. May 17, 1909. Waives collection of undercharge of \$3,995.78 on 23 cars of cattle from Hereford, Ariz., to Ventura, Cal., on account of excessive rate.

3046. *Jos. T. Ryerson & Son v. Pittsburgh & Lake Erie Railroad Company*. February 19, 1909. Refund of \$5 as drayage on 1 car of tubing from Ell-wood City, Pa., to Chicago, Ill., on account of misrouting.

3053. *United States Brick Corporation v. Michigan Central Railroad Com-pany*. March 18, 1909. Refund of \$28.98 on 1 car of brick from Michigan City, Ind., to Goodland, Ind., on account of excessive rate.

3054. *Yale Lumber Company v. Chesapeake & Ohio Railway Company*. August 23, 1909. Refund of \$40 on 1 car of lumber from Yale, Ky., to Lansing, Mich., on account of misrouting.

3055. *Chicago & Riverdale Lumber Company v. Chicago & Northwestern Railway Company*. August 5, 1909. Refund of \$4 on shipment of lumber from Cloquet, Minn., to Dolton Station, Chicago, Ill., on account of excessive rate.

3056. *Waters Pierce Oil Company v. Kansas City Southern Railway Com-pany*. March 26, 1909. Refund of \$162.02 on 2 cars of turpentine from Starks, La., to Houston, Tex., on account of excessive rate.

3064. *Maldonado & Company (Incorporated) v. Morgan's Louisiana & Texas Railroad & Steamship Company*. October 29, 1909. Refund of \$63.48 on ship-ment of canned oysters from Pass Christian, Miss., to Mexico City, Mexico, on account of excessive rate.

3071. *Triumph Catsup & Pickle Company v. Illinois Central Railroad Com-pany*. December 14, 1908. Refund of \$125.64 on 2 cars of tomato pulp from Crider, Ky., to East St. Louis, Ill., on account of excessive rate.

3072. *Cornie Stave Company v. Chicago, Rock Island & Pacific Railway Company*. November 27, 1908. Refund of \$10.94 on shipment of staves from Junction, Ark., to St. Louis, Mo., on account of misrouting.

3076. *Alphons Custodis Chimney Construction Company v. Pennsylvania Railroad Company*. December 22, 1908. Refund of \$71.38 on shipments of brick from Fallston, Pa., to Wilmington, Del., on account of excessive rate.

3080. *W. E. Reading v. Southern Pacific Company*. July 1, 1909. Refund of \$442.93 on 1 car canned goods from San Leandro, Cal., to Wellington, Nev., on account of misrouting.

3081. *C. W. Jackson v. Southern Pacific Company*. December 26, 1908. Refund of \$219.55 on 3 cars of wool from Mill City, Nev., to Stockton, Cal., on account of excessive rate.

3088. *Struby-Estabrook Mercantile Company v. Durham & Southern Railway Company.* May 3, 1909. Waives collection of undercharge of \$177.24 on 2 shipments of tobacco from Durham, N. C., to Denver, Colo., on account of excessive rate.

3092. *Larroe Milling Company v. Pennsylvania Railroad Company.* October 28, 1909. Refund of \$18 on shipment of beet pulp from Owosso, Mich., to Trenton, N. J., on account of excessive rate.

3095. *Golden Eagle Milling Company v. Southern Pacific Company.* June 28, 1909. Refund of \$189.07 on 9 cars of poultry food and corn from various points to Petaluma, Cal., on account of misrouting.

3096. *Morrison Merrill Company v. Southern Pacific Company.* February 5, 1909. Refund of \$40.30 on shipment of lumber from Loyalton, Cal., to Ely, Nev., on account of excessive rate.

3101. *Riverside Mill Company v. Southern Pacific Company.* March 9, 1909. Refund of \$908.33 on shipment of barley from Germantown, Cal., to Reno, Nev., on account of excessive rate.

3103. *Hill & Griffith Company v. Cincinnati, Hamilton & Dayton Railway Company.* August 14, 1909. Refund of \$25.20 on 1 car of sand from Overpeck's Station, Ohio, to Louisville, Ky., on account of excessive rate.

3106. *Riddle-Rehein Manufacturing Company v. Illinois Central Railroad Company.* May 25, 1909. Refund of \$22 on 11 cars of lumber from Natchez, Miss., to St. Louis, Mo., on account of excessive switching charges.

3107. *Evans & Howard Fire Brick Company v. Illinois Central Railroad Company.* March 19, 1909. Refund of \$3.77 on 1 car of sewer pipe from Cheltenham, Mo., to Champaign, Ill., on account of excessive switching charges.

3108. *G. Mathes' Sons Rag Company v. Illinois Central Railroad Company.* May 19, 1909. Refund of \$4 on 1 car of scrap iron from Laurel, Miss., to St. Louis, Mo., on account of excessive switching charges.

3109. *American Milling Company v. Illinois Central Railroad Company.* May 25, 1909. Refund of \$76.13 on shipments of grain screenings from Superior, Wis., to Owensboro, Ky., on account of misrouting.

3112. *Paepcke-Leicht Lumber Company v. Illinois Central Railroad Company.* January 28, 1909. Refund of \$4.22 on 2 cars of lumber from Howard, Miss., to St. Louis, Mo., on account of excessive switching charges.

3113. *J. F. Scobee Lumber Company v. Illinois Central Railroad Company.* May 10, 1909. Refund of \$2 on 1 car of lumber from Helena, Ark., to St. Louis, Mo., on account of excessive switching charges.

3114. *Universal Portland Cement Company v. Illinois Central Railroad Company.* February 9, 1909. Refund of \$8.56 on 1 car of cement from Buffington, Ind., to St. Louis, Mo., on account of excessive rate.

3117. *Blinn-Robinson Company v. Atchison, Topeka & Santa Fe Railway Company.* December 18, 1908. Refund of \$46.88 on shipment of lumber from Los Angeles, Cal., to Springfield, Nev., on account of excessive rate.

3121. *Bradford-Kennedy Company v. Chicago & Northwestern Railway Company.* November 8, 1909. Refund of \$182.57 on shipments of lumber from Omaha, Nebr., to Gregory, S. Dak., on account of excessive rate.

3129. *J. W. Paxson Company v. Pennsylvania Railroad Company.* March 17, 1909. Refund of \$41.31 on 1 car of sand from South Vineland, N. J., to Landsdowne, Pa., on account of excessive rate.

3130. *Davis & Shaw Furniture Company v. Denver & Rio Grande Railroad Company.* March 25, 1909. Refund of \$14.76 on 1 car of furniture from Fort Smith, Ark., to Denver, Colo., on account of excessive minimum carload weight.

3131. *Chicago & Alton R. R. Company v. Illinois Central Railroad Company.* June 21, 1909. Refund of \$2.14 on shipment of glucose from Venice, Ill., to New Orleans, La., on account of excessive switching charges.

3132. *Universal Portland Cement Company v. Illinois Central Railroad Company.* April 26, 1909. Refund of \$55.29 on 7 cars of cement from Buffington, Ind., to St. Louis, Mo., on account of excessive switching charges.

3133. *Wabash Railroad Company v. Illinois Central Railroad Company.* August 4, 1909. Refund of \$2 on 8 cars of lumber and flour from various points in Illinois and Schuyler, Nebr., to Urbana and Champaign, Ill., on account of excessive switching charge.

3136. *Granite City & East St. Louis Terminal Railway Company v. Illinois Central Railroad Company.* August 18, 1909. Refund of \$24.50 on 9 cars of scrap iron, bolsters, etc., from various points to various points on account of excessive switching charges.

3138. *Chicago, Burlington & Quincy Railroad Company v. Illinois Central Railroad Company.* April 8, 1909. Refund of \$1 on 1 car of corn from St. Louis, Mo., to Nashville, Tenn., on account of excessive switching charges.

3142. *Camden Iron Works & Florence Iron Works v. Seaboard Air Line Railway.* March 30, 1909. Refund of \$110.70 on 17 cars of pig iron from Ironaton, Ala., to Florence, N. J., on account of excessive rate.

3148. *Columbia Steel Company v. Southern Pacific Company.* October 4, 1909. Refund of \$179.03 on 1 car of cobbles from Auburn, Cal., to Portland, Oreg., on account of excessive rate.

3151. *Northern Pacific Railway Company v. Chicago, Rock Island & Pacific Railway Company.* August 2, 1909. Refund of \$0.84 on shipment of household goods from Chickasha, Okla., to Missoula, Mont., on account of misrouting.

3155. *Ady & Crowe Mercantile Company v. Colorado & Southern Railway Company.* June 14, 1909. Refund of \$126.25 on 7 cars of hay from Johnstown, Hardman, and Denver, Colo., to Shreveport, La., on account of excessive rate.

3162. *Interior Elevator Company v. Chicago, Milwaukee & St. Paul Railway Company.* May 7, 1909. Refund of \$370.50 on 28 cars of grain at Minneapolis, Minn., on account of excessive switching charges.

3168. *Paepcke-Leicht Lumber Company v. Chicago, Milwaukee & St. Paul Railway Company.* April 6, 1909. Refund of \$15 on 3 cars of lumber from Merrill, Wis., to Chicago, Ill., on account of excessive switching charges.

3172. *A. F. Gallum & Sons v. Pennsylvania Company.* February 15, 1909. Refund of \$6 on 1 car of hides from East Liberty, Pa., to Milwaukee, Wis., on account of misrouting.

3187. *Dodds Lumber Company v. Virginia Southwestern Railway Company.* March 27, 1909. Refund of \$20.25 on 1 car of lumber from Shouns, Tex., to Lincoln, Nebr., on account of misrouting.

3188. *Virginia-Carolina Chemical Company v. St. Louis, Iron Mountain & Southern Railway Company.* May 14, 1909. Refund of \$384 on 3 cars of acid phosphate from Charleston, S. C., to Shreveport, La., on account of excessive rate.

3190. *Theodore Hofeller & Company v. Canadian Pacific Railway Company.* September 29, 1909. Refund of \$22.71 on shipment of scrap rubber from Montreal, Quebec, to Naugatuck, Conn., on account of excessive rate.

3192. *H. G. Lipscomb & Company v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company.* September 15, 1909. Refund of \$56.91 on 5 cars of horseshoes from Green Island, N. Y., to Nashville, Tenn., on account of misrouting.

3193. *R. N. McCandlish-Kinney Company v. Philadelphia & Reading Railway Company.* July 28, 1909. Refund of \$50 on shipment of brick from Penbyrn, N. J., to Newark, N. J., on account of excessive rate.

3197. *Dempster Mill Manufacturing Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* December 21, 1908. Refund of \$28 on shipment of windmills from Sioux Falls, S. Dak., to New Salem, N. Dak., on account of misrouting.

3202. *Berger Manufacturing Company v. Pennsylvania Company.* July 28, 1909. Refund of \$1 on shipment of ceiling iron from Canton, Ohio, to Sheffield, Mo., on account of misrouting.

3203. *G. H. Daggett Company v. Chicago, Indianapolis & Louisville Railway Company.* March 31, 1909. Refund of \$4.83 on 1 car of grain from Chicago, Ill., to Dayton, Ohio, on account of excessive rate.

3204. *Granby Mining & Smelting Company v. Missouri Pacific Railway Company.* January 14, 1909. Refund of \$39.47 on shipment of pig lead from Granby, Mo., to Denver, Colo., on account of excessive rate.

3206. *S. N. Seip v. Santa Fe, Prescott & Phoenix Railway Company.* February 11, 1909. Refund of \$6.39 on shipment of 2 bales of tobacco from Veracruz, Mexico, to Phoenix, Ariz., on account of excessive rate.

3212. *Weber-Bussell Canning Company v. Northern Pacific Railway Company.* March 31, 1909. Refund of \$112.68 on 2 cars of canned goods from Sumner, Wash., to Portland, Oreg., on account of excessive rate.

3223. *J. P. Williams Company v. Atlantic Coast Line Railroad Company.* December 19, 1908. Refund of \$203.66 on 4 shipments of rosin from Lucknow, S. C., to Savannah, Ga., on account of excessive rate.

3224. *G. Rittenburg v. Atlantic Coast Line Railroad Company.* August 18, 1909. Refund of \$106.38 on 3 shipments of rosin and turpentine from St. Stephens, S. C., to Savannah, Ga., on account of excessive rate.

3226. *Hughes & Company v. Great Northern Railway Company.* June 1, 1909. Waives collection of undercharge of \$60 on 9 cars of lime shipped from Duluth, Minn., to Brandon, Manitoba, on account of excessive rate.

3239. *Western Building Material Company v. Southern Pacific Company.* December 30, 1908. Refund of \$109 on shipment of plaster from Reno, Nev., to San Mateo, Cal., on account of excessive rate.

3242. *W. A. Starr v. Southern Pacific Company.* October 27, 1909. Refund of \$52.78 on shipment of bran from Reno, Nev., to Santa Rosa, Cal., on account of excessive rate.

3243. *Calhoun Mills v. Seaboard Air Line Railway.* April 20, 1909. Refund of \$664.86 on 24 cars of machinery from Hopedale, Mass., to Calhoun Falls, S. C., on account of excessive rate.

3244. *James B. Clow & Sons v. Chicago & Northwestern Railway Company.* April 14, 1909. Refund of \$38.40 on 1 car of iron pipe from Chicago, Ill., to Pierre, S. Dak., on account of excessive rate.

3247. *Charles B. Justice v. Central Railroad Company of New Jersey.* February 6, 1909. Refund of \$31.50 on shipment of potatoes from Greenwich, N. J., to Portland, Me., on account of excessive rate.

3248. *L. S. Needham & Brother v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* January 6, 1909. Refund of \$17.94 on 3 cars of cattle from Bonesteel, Nebr., to Winside, Nebr., on account of excessive rate.

3253. *Northern Iron Company v. Delaware & Hudson Company.* March 16, 1909. Refund of \$1,915.97 on 47 cars of pig iron from Port Henry, N. Y., to Pottsville, Pa., on account of excessive rate.

3254. *E. B. Shelfer Company v. Atlantic Coast Line Railroad Company.* March 1, 1909. Refund of \$54.76 on 2 cars of lime from Ocala, Fla., to Quincy, Fla., on account of excessive rate.

3259. *Hudson River Lumber Company v. St. Louis Southwestern Railway Company.* July 28, 1909. Refund of \$4.91 on 1 car of lumber from De Ridder, La., to Oblong, Ill., on account of misrouting.

3261. *Central Iron & Steel Company v. Pennsylvania Railroad Company.* May 26, 1909. Refund of \$23.32 on shipment of steel plates from Harrisburg, Pa., to Marinette, Wis., on account of misrouting.

3268. *Charles Higgins v. St. Louis Southwestern Railway Company.* July 15, 1909. Refund of \$105.84 on 1 car of coopers flags from Montezuma, N. Y., to Rector Ark., on account of excessive rate.

3269. *Smith & Bond v. South Dakota Central Railway Company.* February 5, 1909. Refund of \$35.03 on 1 car of flax from Wentworth, S. Dak., to Minneapolis, Minn., on account of excessive rate.

3270. *Pioneer Fruit Company v. Great Northern Railway Company.* September 11, 1909. Refund of \$172.05 on 1 car of fresh fruit shipped from Wenatchee, Wash., to Brandon, Manitoba, on account of excessive rate.

3272. *G. F. Graff v. South Dakota Central Railway Company.* March 6, 1909. Refund of \$44.42 on 1 car of flax from Rutland, S. Dak., to Minneapolis, Minn., on account of excessive rate.

3273. *Rutland Farmers Elevator Company v. South Dakota Central Railway Company.* March 6, 1909. Refund of \$49.17 on 1 car of flax from Rutland, S. Dak., to Minneapolis, Minn., on account of excessive rate.

3274. *Keever Starch Company v. Norfolk & Western Railway Company.* April 19, 1909. Refund of \$19.60 on 1 car of starch from Columbus, Ohio, to Caroleen, N. C., on account of excessive rate.

3294. *Booth-Kelly Lumber Company v. Southern Pacific Company's Lines in Oregon.* March 30, 1909. Refund of \$51.25 on 1 car of fir lumber from Hendling, Oreg., to Cleveland, Ohio, on account of excessive rate.

3299. *West Flynn & Harris Company v. Central of Georgia Railway Company.* April 3, 1909. Refund of \$9.89 on shipment of hay and oats from Cairo, Ill., to Savannah, Ga., on account of misrouting.

3301. *Oval Wood Dish Company v. Pere Marquette Railroad Company.* February 1, 1909. Refund of \$10.08 on car of oval wood dishes from Traverse City, Mich., to Davenport, Iowa, on account of excessive rate.

3303. *Oval Wood Dish Company v. Pere Marquette Railroad Company.* April 20, 1909. Refund of \$8.62 on 1 car of oval wood dishes from Traverse City, Mich., to Burlington, Iowa, on account of excessive rate.

3305. *Wood-Hagenbarth Cattle Company v. El Paso & Southwestern System.* February 26, 1909. Refund of \$260 on 13 cars of cattle shipped from Columbus, N. Mex., to Hopkins Spur, Kans., on account of excessive rate.

3306. *Federal Lead Company v. Chicago, Burlington & Quincy Railroad Company.* April 14, 1909. Refund of \$13.72 on 1 car of structural steel from Minneapolis, Minn., to Flat River, Mo., on account of misrouting.

3316. *Gamble-Robinson Commission Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* June 3, 1909. Refund of \$18.13 on 1 car of apples from Aullville, Mo., to Mankato, Minn., on account of excessive rate.

3318. *Ball Brothers Glass Manufacturing Company v. Illinois Central Railroad Company.* November 10, 1908. Refund of \$24.83 on 1 car of fruit jars from Bellsville, Ill., to Fremont, Nebr., on account of misrouting.

3320. *Henderson Brick & Construction Company v. Houston, East & West Texas Railway Company.* August 5, 1909. Refund of \$135.75 on 22 cars of brick from Garrison, Tex., to Shreveport, La., on account of excessive rate.

3323. *Gulf Lumber Company v. Gulf, Colorado & Santa Fe Railway Company.* April 26, 1909. Refund of \$121.46 on 10 cars of iron shipped from Chicago, Ill., to Cravens, La., on account of excessive rate.

3324. *Talge Mahogany Company v. Illinois Central Railroad Company.* July 21, 1909. Refund of \$7.98 on 1 car of logs from Kevil, Ky., to Indianapolis, Ind., on account of misrouting.

3329. *S. J. Peabody Lumber Company v. Mobile & Ohio Railroad Company.* September 15, 1909. Refund of \$7.06 on shipment of lumber from Lumberton, Miss., to Columbia City, Ind., on account of excessive rate.

3337. *St. Louis & San Francisco Railroad Company v. Missouri Pacific Railway Company.* July 7, 1909. Refund of \$43.20 on shipment of cement plaster from Blue Rapids, Kans., to Muskogee, Okla., on account of misrouting.

3341. *Re Qua Brothers v. Grand Trunk Railway System.* January 6, 1909. Refund of \$10 on 2 cars of screenings from Chicago, Ill., to Swanton, Vt., on account of excessive rate.

3343. *O. C. Evans & Company v. Atchison, Topeka & Santa Fe Railway Company.* October 4, 1909. Refund of \$20.77 on 1 car of cabbage from Genoa Junction, Wis., to Guthrie, Okla., on account of excessive rate.

3344. *St. Louis Portland Cement Company v. Chicago, Burlington & Quincy Railroad Company.* December 14, 1908. Refund of \$51.87 on 3 cars of cement from Prospect Hill, Mo., to Rockport, Ill., on account of excessive rate.

3347. *Southern Railway Company v. Southern Pacific Company.* June 11, 1909. Refund of \$188.21 on 1 car of beans shipped from Santa Paula, Cal., to Richmond, Va., on account of misrouting.

3349. *P. Kuntz v. Houston, East & West Texas Railway Company.* May 12, 1909. Refund of \$144.75 on 6 cars of lumber from Stanley, Tex., to Thebes, Ill., on account of misrouting.

3352. *Henry Weinhard Brewery v. Oregon Railroad & Navigation Company.* March 6, 1909. Refund of \$84 on 1 car of beer from Portland, Oreg., to Vale, Oreg., on account of excessive rate.

3360. *Dallas Buggy & Wagon Company v. Illinois Central Railroad Company.* April 13, 1909. Refund of \$15.22 on shipment of road carts from Indianapolis, Ind., to Dallas, Tex., on account of misrouting.

3361. *Mengel Box Company v. Illinois Central Railroad Company.* January 9, 1909. Refund of \$9.94 on 3 cars of lumber from points in Mississippi to St. Louis, Mo., on account of excessive switching charges.

3363. *American Hominy Company v. Wisconsin Central Railway Company.* July 23, 1909. Refund of \$153 on 52 cars of hominy and meal from Decatur, Ill., to Milwaukee, Wis., on account of excessive rate.

3368. *Fuller & Fuller Company v. Western Transit Company.* May 19, 1909. Refund of \$26.11 on 1 car of paris green from New York to Chicago, on account of excessive rate.

3371. *American Hide & Leather Company v. Toledo & Ohio Central Railway Company.* May 25, 1909. Refund of \$62.66 on shipment of hides from Columbus, Ohio, to Sheboygan, Wis., on account of excessive rate.

3373. *Pierce Milling Company v. Chicago & Northwestern Railway Company.* April 21, 1909. Refund of \$100.52 on shipment of flour, feed, etc., from Pierce, Nebr., to Caspar, Wyo., on account of excessive rate.

3378. *American Bottle Company v. Chicago, Burlington & Quincy Railroad Company.* December 2, 1908. Refund of \$80.14 on 30 cars of brick from St. Louis, Mo., to Streator, Ill., on account of excessive rate.

3379. *G. R. Payne v. St. Louis Southwestern Railway Company.* May 19, 1909. Refund of \$44.20 on shipment of sewer pipe from Whitehall, Ill., to Taylor, Tex., on account of excessive rate.

3384. *W. A. McKinney and R. E. Watkins v. American Express Company.* April 8, 1909. Refund of \$50 on 1 car of horses from New York, N. Y., to Windsor, Ontario, on account of excessive rate.

3385. *Clyde Kraut Company v. Wheeling & Lake Erie Railroad Company.* January 7, 1909. Refund of \$3.57 on 2 cars of canned vegetables from Clyde, Ohio, to Danville, Ill., on account of excessive rate.

3387. *Pendergast Lumber Company v. Texas & New Orleans Railroad Company.* May 12, 1909. Refund of \$16.36 on 1 car of lumber from Warren, Tex., to St. Louis, Mo., on account of misrouting.

3388. *William Cameron & Company v. Texas & New Orleans Railroad Company.* April 7, 1909. Refund of \$22.12 on 1 car of lumber from Rockland, Tex., to Milwaukee, Wis., on account of misrouting.

3390. *American Beet Sugar Company v. Atchison, Topeka & Santa Fe Railway Company.* May 11, 1909. Refund of \$154.24 on 1 car of sugar and sirup from Oxnard, Cal., to Prescott, Ariz., on account of excessive rate.

3396. *B. Schragge v. Northern Pacific Railway Company.* February 3, 1909. Refund of \$37.15 on 1 car of scrap iron from Fargo, N. Dak., to Pembina, N. Dak., on account of excessive rate.

3398. *Federal Lead Company v. Chicago, Peoria & St. Louis Railway Company of Illinois.* March 13, 1909. Refund of \$2 on 2 cars of pig lead from Federal, Ill., to Cincinnati, Ohio, on account of misrouting.

3399. *Pennsylvania Railroad Company v. Carolina, Clinchfield & Ohio Railway Company.* April 27, 1909. Refund of \$22.32 on 1 car of lumber from Loves, Tenn., to Philadelphia, Pa., on account of excessive switching charges.

3403. *Anheuser-Busch Brewing Association v. Chicago, Burlington & Quincy Railroad Company.* March 27, 1909. Refund of \$62.23 on 1 car of beer from St. Louis, Mo., to McCook, Nebr., on account of excessive rate.

3405. *G. H. Daggett & Company v. Chicago, Indianapolis & Louisville Railway Company.* July 28, 1909. Refund of \$11.71 on 2 cars of oats from Chicago, Ill., to Dayton, Ohio, on account of excessive rate.

3406. *Harvard Milling & Power Company v. Chicago & Northwestern Railway Company.* May 17, 1909. Refund of \$32.90 on 1 car of flour from Harvard, Nebr., to Gregory, S. Dak., on account of excessive rate.

3407. *George Bolln Company v. Chicago & Northwestern Railway Company.* November 23, 1908. Refund of \$67.36 on 1 car of corn from Lindsay, Nebr., to Douglas, Wyo., on account of excessive rate.

3410. *W. S. Milne v. Southern Railway Company.* May 27, 1909. Refund of \$140.45 on 1 car of chair stock from Stevenson, Ala., to Cleveland, Tenn., on account of excessive rate.

3413. *Reeves & Company v. Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company.* September 29, 1909. Refund of \$5.71 on 1 car of machinery from Columbus, Ind., to Madison, Wis., on account of excessive rate.

3426. *Charles Warner Company v. Pennsylvania Railroad Company.* February 5, 1909. Refund of \$11.05 on 1 car of lime from Rambo, Pa., to Pitman, N. J., on account of excessive rate.

3428. *Mandt Wagon Company v. St. Louis, Iron Mountain & Southern Railway Company.* September 2, 1909. Refund of \$6.82 on shipment of lumber from Vian, Okla., to Stoughton, Wis., on account of misrouting.

3435. *Frye and Bruhn (incorporated) v. Southern Pacific Company.* December 14, 1908. Refund of \$741.64 on 23 cars of cattle from Famoso, Cal., to Seattle, Wash., on account of excessive rate.

3438. *W. D. Reeves Lumber Company v. Illinois Central Railroad Company.* March 9, 1909. Refund of \$4.88 on 2 cars of lumber from Helena, Ark., to Manitowoc, Wis., on account of misrouting.

3441. *F. S. Hendrickson Lumber Company v. St. Louis, Iron Mountain & Southern Railway Company.* July 7, 1909. Refund of \$8.80 on 1 car of lumber from Vian, Okla., to Burlington, Iowa, on account of misrouting.

3443. *Northern Coal & Coke Company v. Union Pacific Railroad Company.* October 17, 1908. Refund of \$2,746.63 on 39 cars of coal from Irie and Canfield, Colo., to various points on account of excessive rate.

3444. *H. L. Nutt v. Eastern Railway of New Mexico System.* January 27, 1909. Refund of \$149.92 on 1 car of cane seed from Texico, N. Mex., to Granbury, Tex., and diverted to Fort Worth, Tex., on account of excessive rate.

3447. *Lanesboro Lumber Company v. Illinois Central Railroad Company.* February 10, 1909. Refund of \$40.59 on 1 car of coal from Cambria, Ill., to Lanesboro, Minn., on account of misrouting.

3448. *Valley Traction Company v. Cumberland Valley Railroad Company.* October 30, 1908. Refund of \$54.80 on shipment of stone ballast from Hagerstown, Md., to Lemoyne, Pa., on account of excessive rate.

3450. *Wheeling Steel & Iron Company v. Wheeling & Lake Erie Railroad Company.* October 5, 1909. Refund of \$3.32 on 1 car of pipe from Wheeling, W. Va., to La Crosse, Wis., on account of excessive rate.

3452. *Wyatt Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* March 20, 1909. Refund of \$33.86 on 1 car of lumber from Wyatt, La., to Gillett, Wis., on account of misrouting.

3461. *E. R. Dalbey & Company v. Atchison, Topeka & Santa Fe Railway Company.* May 8, 1909. Refund of \$638.73 on 10 cars of guano from Borreal, Mexico, and El Paso, Tex., to San Francisco and Berkeley, Cal., on account of excessive rate.

3498. *Noonan Meat Company v. Southern Pacific Company.* October 30, 1908. Refund of \$222.16 on 26 cars of cattle and sheep from Winnemucca and Lovelocks, Nev., to Santa Rosa, Cal., on account of excessive rate.

3501. *Beekman Lumber Company v. Illinois Central Railroad Company.* May 19, 1909. Refund of \$2.28 on shipment of lumber from Brilliant, Ala., to Thebes, Ill., reconsigned to Clinton, Iowa, on account of excessive rate.

3503. *Warner-Newton Lumber Company v. New York, Auburn & Lansing Railroad Company.* May 5, 1909. Refund of \$9.32 on 1 car of posts from May Lake, Mich., to Genoa, N. Y., on account of excessive rate.

3506. *Central Coal & Coke Company v. St. Louis & San Francisco Railroad Company.* September 16, 1909. Refund of \$858 on 858 cars of coal from Kansas City, Mo., to Kansas City Southern Railway Station, Kansas City, Mo., on account of excessive rate.

3510. *United Iron Works v. St. Louis & San Francisco Railroad Company.* December 21, 1908. Refund of \$60 on 1 car of machinery from Springfield, Mo., to Adamson, Okla., on account of misrouting.

3511. *Pittsburg Slate Company v. Bangor & Portland Railway Company.* November 18, 1909. Refund of \$13.14 on shipment of roofing slate from Bangor, Pa., to Strawberry Ridge, Pa., on account of excessive rate.

3514. *Roman Nose Gypsum Company v. Chicago, Rock Island & Pacific Railway Company.* September 10, 1909. Refund of \$39.60 on shipment of plaster from Bickford, Okla., to Jackson, Miss., on account of misrouting.

3521. *Cincinnati Bottlers Supply Company v. Lake Erie & Western Railroad Company.* August 30, 1909. Refund of \$6 on 1 car of bottles from Eaton, Ind., to Cincinnati, Ohio, on account of misrouting.

3522. *Minneapolis Cedar & Lumber Company v. Chicago, Burlington & Quincy Railroad Company.* June 4, 1909. Refund of \$1.28 on 1 car of lumber from Kelliber, Minn., to Emerson, Iowa, on account of excessive rate.

3524. *W. M. Ritter Lumber Company v. Chesapeake & Ohio Railway Company.* June 4, 1909. Refund of \$21.60 on shipment of lumber from Raleigh, W. Va., to Clarksville, Ohio, on account of excessive rate.

3529. *A. B. McKay v. Mobile, Jackson & Kansas City Railroad Company.* August 14, 1909. Refund of \$227.10 on 2 cars of peaches from Pontotoc, Miss., to St. Louis, Mo., on account of excessive rate.

3542. *Southern Cypress Manufacturing Association v. Morgan's Louisiana & Texas Railroad & Steamship Company.* July 26, 1909. Refund of \$7.77 on shipment of lumber from Bowie, La., to Baldwin, Ill., on account of excessive rate.

3549. *E. R. Godfrey & Sons Company v. Mineral Range Railroad Company.* May 12, 1909. Refund of \$102.22 on 8 cars of vegetables from St. Paul, Minn., to Hancock, Mich., on account of excessive rate.

3554. *National Association Auto Manufacturers v. Chicago, Rock Island & Pacific Railway Company.* March 30, 1909. Refund of \$45.56 on shipment of 1 buckboard from Chicago, Ill., to Stratford, Tex., on account of excessive rate.

3555. *Longville Long Leaf Lumber Company v. Gulf, Colorado & Santa Fe Railway Company.* June 19, 1909. Refund of \$583.28 on 4 cars of sand from Fletcher, Tex., to Longville, La., on account of excessive rate.

3557. *F. S. Hendrickson Lumber Company v. Missouri Pacific Railway Company.* December 22, 1908. Refund of \$5.36 on 1 car of lumber from Vian, Okla., to Stoughton, Wis., on account of misrouting.

3564. *Copper Queen Consolidated Mining Company v. El Paso & Southwestern System.* January 27, 1909. Refund of \$378.83 on 1 car of pig iron from Gadsden, Ala., to Douglas, Ariz., on account of excessive rate.

3570. *Fort Defiance Coal & Coke Company v. Chesapeake & Ohio Railway Company.* May 14, 1909. Refund of \$71.19 on 18 cars of coal from Old Gauley, W. Va., to Newport News, Va., on account of excessive rate.

3573. *L. Burg Carriage Company v. Atchison, Topeka & Santa Fe Railway Company.* June 18, 1909. Refund of \$2.14 on shipment of buggy from Carrollton, Miss., to Scranton, Kans., on account of excessive rate.

3575. *Relief of agents of Las Vegas & Tonopah Railroad Company.* May 20, 1909. Waives collection of undercharges of \$2,587.24 on 15 shipments of live stock and hay from points in Utah to Rhyolite and Beatty, Nev., on account of excessive rate.

3577. *Codling-McEwen Lumber Company v. Pennsylvania Railroad Company.* March 9, 1909. Waives collection of \$3.97 on 1 car of lumber from North Wilkesboro, N. C., to Liddonfield, Pa., on account of excessive rate.

3578. *Swift & Company v. Chicago, Rock Island & Pacific Railway Company.* April 5, 1909. Refund of \$279.22 on 6 cars of packing-house products and fresh meat from South Omaha, Nebr., to Pueblo, Colo., on account of excessive rate.

3580. *Metropolitan Paving Brick Company v. Pennsylvania Railroad Company.* May 28, 1909. Refund of \$421.95 on 18 cars of paving brick from Canton, Ohio, to Shelbyville, Ind., on account of excessive rate.

3586. *Sanitary Earthenware Specialty Company v. Pennsylvania Railroad Company.* November 3, 1909. Refund of \$35.51 on 2 cars of clay from Philadelphia, Pa., to Trenton, N. J., on account of excessive rate.

3589. *Eagle Milling Company v. Southern Pacific Company.* March 19, 1909. Refund of \$1,184.44 on 7 cars of barley from Hansen Junction, Ariz., to Tucson, Ariz., on account of excessive rate.

3594. *Armour & Company v. St. Louis & San Francisco Railroad Company.* January 6, 1909. Refund of \$45.67 on 6 cars of dressed meats, etc., from Kansas City, Mo., to New Orleans, La., on account of excessive rate.

3596. *F. W. Harding v. Atchison, Topeka & Santa Fe Railway Company.* February 20, 1909. Refund of \$62.91 on 1 car of plaster from Lakewood, N. Mex., to Santa Ana, Cal., on account of excessive rate.

3597. *L. E. West v. Southern Pacific Company.* February 13, 1909. Refund of \$132.56 on 6 cars of cattle from Edgewood, Cal., to Portland, Oreg., on account of excessive rate.

3599. *Van Brunt Manufacturing Company v. Chicago, Milwaukee & St. Paul Railway Company.* August 23, 1909. Refund of \$9.02 on shipment of seed drills from Horicon, Wis., to Salem, S. Dak., on account of misrouting.

3600. *Ford Motor Company v. Chicago, Milwaukee & St. Paul Railway Company.* November 30, 1909. Refund of \$24.60 on 1 car of automobiles from Chicago, Ill., to Denver, Colo., on account of excessive minimum carload weight.

3601. *Willard Case Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* August 20, 1909. Refund of \$8 on 2 cars of lumber from Stineville, Ark., to Lock Springs, Mo., on account of misrouting.

3603. *H. D. Lee Mercantile Company v. Chicago, Burlington & Quincy Railroad Company.* April 19, 1909. Refund of \$16.80 on 1 car of apples from Hagerstown, Md., to Salina, Kans., on account of excessive rate.

3604. *Bemis Omaha Bag Company v. Southern Railway Company.* May 5, 1909. Refund of \$161.44 on 22 shipments of cotton shoddy lining from Philadelphia, Pa., to Omaha, Nebr., on account of excessive rate.

3608. *Lutz Brothers v. Union Pacific Railroad Company.* December 10, 1908. Refund of \$19.88 on 1 car of apples from Chicago, Ill., to Beloit, Kans., on account of excessive rate.

3609. *C. B. Havens & Company v. Chicago, Burlington & Quincy Railroad Company.* April 5, 1909. Refund of \$152 on 1 car of cement from La Salle, Ill., to Cody, Wyo., on account of excessive rate.

3611. *E. T. Graham v. Chicago & Northwestern Railway Company.* March 25, 1909. Refund of \$93.60 on 6 cars of cattle from Moneta, Wyo., to Creston, Nebr., on account of excessive rate.

3613. *John Deere Plow Company v. Chicago, Rock Island & Pacific Railway Company.* March 24, 1909. Refund of \$61.57 on 1 car of wagons from Moline, Ill., to Fitzhugh, Ark., on account of misrouting.

3614. *Vandalia Railroad Company v. Chicago, Rock Island & Pacific Railway Company.* February 10, 1909. Payment of \$38.35 on 1 car of hay from Mesa, Ark., to Peoria, Ill., on account of misrouting.

3615. *Convoy Hoop Company v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company.* September 23, 1909. Refund of \$10.17 on 1 car of hoops from Marion, Ind., to Mascoutah, Ill., on account of misrouting.

3617. *W. R. Pickering Lumber Company v. Gulf, Colorado & Santa Fe Railway Company.* December 2, 1908. Refund of \$40.09 on 1 car of lumber from Cravens, La., to Thurber Junction, Tex., on account of excessive rate.

3618. *Scott Logan Milling Company v. Chicago, Milwaukee & St. Paul Railway Company.* April 1, 1909. Refund of \$24.02 on 1 car of hay from Spencer, Iowa, to Springfield, Ill., on account of misrouting.

3619. *Salmon Brown v. Chicago, Milwaukee & St. Paul Railway Company.* July 20, 1909. Refund of \$44.14 on 1 car of potatoes from Kilbourn, Wis., to Shelby, Mo., on account of misrouting.

3622. *H. H. Brownell v. Chicago, Burlington & Quincy Railroad Company.* May 22, 1909. Refund of \$63.75 on 5 cars of cattle from Allen, Nebr., to Chicago, Ill., on account of excessive rate.

3623. *Neil Jensen v. Chicago, Burlington & Quincy Railroad Company.* May 22, 1909. Refund of \$27.28 on 2 cars of cattle from Allen, Nebr., to Chicago, Ill., on account of excessive rate.

3624. *New York Central & Hudson River Railroad Company v. Yazoo & Mississippi Valley Railroad Company.* May 22, 1909. Refund of \$38.92 on shipment of cotton from Jackson, Miss., to Utica, N. Y., on account of misrouting.

3627. *Summit Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* June 21, 1909. Refund of \$41 on 1 car of lumber from Price, Ark., to Reading, Pa., on account of misrouting.

3629. *Lackawanna Steel Company v. Central Railroad Company of New Jersey.* June 26, 1909. Refund of \$14,717.64 on shipments of spiegeleisen from Newark, N. J., and Hazard, Pa., to Buffalo, N. Y., on account of excessive rate.

3632. *New York Central & Hudson River Railroad Company v. Yazoo & Mississippi River Valley Railroad Company.* June 18, 1909. Refund of \$29.80 on 1 car of cotton from Jackson, Miss., to Utica, N. Y., on account of misrouting.

3637. *Haley & Lang Company v. Illinois Central Railroad Company.* February 3, 1909. Refund of \$13 on shipment of pineapples from Jacksonville, Fla., to Sioux City, Iowa, on account of excessive rate.

3638. *H. L. Crown & Company v. Illinois Central Railroad Company.* January 2, 1909. Refund of \$6 on 1 car of cheese from Monroe, Wis., to Chicago, Ill., on account of excessive rate.

3639. *Evens & Howard Fire Brick Company v. Illinois Central Railroad Company.* September 15, 1909. Refund of \$3.57 on shipment of sewer pipe from Howards, Mo., to Champaign, Ill., on account of excessive switching charges.

3640. *N. K. Fairbank Company v. Illinois Central Railroad Company.* November 18, 1908. Refund of \$10.50 on 4 shipments of oil, etc., from various points to St. Louis, Mo., on account of excessive switching charges.

3642. *Lyon Cypress Lumber Company v. Illinois Central Railroad Company.* November 12, 1908. Refund of \$4.07 on 1 car of lumber from Garyville, La., to Robinson, Ill., on account of excessive rate.

3643. *Ast & Regez v. Illinois Central Railroad Company.* March 19, 1909. Refund of \$8.08 on shipment of cheese from Dodgeville, Wis., to Chicago, Ill., on account of excessive rate.

3644. *Glauser & Ladrick Company v. Illinois Central Railroad Company.* January 2, 1909. Refund of \$82.82 on 9 shipments of cheese from Monticello, Wis., to Chicago, Ill., on account of excessive rate.

3650. *Crosby & Meyers v. Illinois Central Railroad Company.* May 26, 1909. Refund of \$10.89 on shipment of cheese from Dodgeville, Wis., to Chicago, Ill., on account of excessive rate.

3651. *Crosby & Meyers v. Illinois Central Railroad Company.* January 5, 1909. Refund of \$11.62 on shipment of cheese from Dodgeville, Wis., to Chicago, Ill., on account of excessive rate.

3652. *Grunert Cheese Company v. Illinois Central Railroad Company.* January 2, 1909. Refund of \$7 on shipment of cheese from Blanchardville, Wis., to Chicago, Ill., on account of excessive rate.

3653. *Stauffacher & Roth v. Illinois Central Railroad Company.* January 11, 1909. Refund of \$6.54 on shipments of cheese from Monroe, Wis., to Chicago, Ill., on account of excessive rate.

3655. *Sprague-Warner & Company v. Illinois Central Railroad Company.* January 2, 1909. Refund of \$12.75 on shipment of cheese from Monroe, Wis., to Chicago, Ill., on account of excessive rate.

3656. *E. I. Du Pont de Nemours Powder Company v. Chicago, Burlington & Quincy Railroad Company.* September 4, 1909. Refund of \$49.50 on shipment of powder from Moorar, La., to Alger, Wyo., on account of excessive rate.

3658. *Pacific Coast Rubber Company v. Oregon Railroad & Navigation Company.* February 8, 1909. Refund of \$486.13 on shipment of bicycles from Toledo, Ohio, to Portland, Ore., on account of excessive rate.

3661. *T. W. Broussard & Company v. Texas & Pacific Railway Company.* May 3, 1909. Refund of \$265.82 on 11 cars of logs from Natchitoches, La., to Westwego and New Orleans, La., on account of excessive rate.

3663. *George Liss & Company v. Pennsylvania Railroad Company.* April 5, 1909. Refund of \$15.24 on shipment of canned tomatoes from Waldorf, Md., to New York, N. Y., on account of misrouting.

3667. *Anti-Trust Oil Company v. Colorado & Southern Railway Company.* October 17, 1908. Refund of \$10.66 on 1 car of gasoline from Niotaze, Kans., to Denver, Colo., on account of excessive weight.

3670. *United Metals Selling Company v. Galveston, Harrisburg & San Antonio Railway Company.* January 15, 1909. Refund of \$817.70 on 3 cars of copper bullion from Clifton, Ariz., to New Orleans, La., on account of excessive rate.

3671. *Arizona Copper Company v. Galveston, Harrisburg & San Antonio Railway Company.* February 26, 1909. Refund of \$318.22 on 9 cars of lumber from various points to Clifton, Ariz., on account of excessive rate.

3675. *J. E. Stewart Produce Company v. Chicago & Northwestern Railway Company.* November 9, 1908. Refund of \$4.50 on shipment of potatoes from Rosholt, Wis., to Poplar Bluff, Mo., on account of misrouting.

3678. *William Byrne v. Missouri Pacific Railway Company.* March 10, 1909. Refund of \$2 on 1 car of brick from Altoona, Kans., to South Omaha, Nebr., on account of excessive switching charges.

3679. *S. A. Foster Lumber Company v. Chicago, Burlington & Quincy Railroad Company*. June 18, 1909. Refund of \$76.50 on 1 car of lumber from Wrencoe, Idaho, to Lincoln, Nebr., on account of excessive weight.

3680. *Roy Shirkey v. Louisiana Railway & Navigation Company*. December 29, 1908. Refund of \$72.90 on 6 cars of hay from Stuttgart, Ark., to New Orleans, La., on account of excessive rate.

3687. *Malvern Lumber Company v. Chicago, Rock Island & Pacific Railway Company*. April 9, 1909. Refund of \$40.94 on shipment of lumber from Tustin, Ark., to Indianapolis, Ind., on account of misrouting.

3688. *Grand Rapids Grain & Milling Company v. Lake Shore & Michigan Southern Railway Company*. March 30, 1909. Refund of \$8 on shipment of oil meal from East Toledo, Ohio, to Grand Rapids, Mich., on account of misrouting.

3692. *Nibley-Channel Lumber Company v. Oregon Short Line Railroad Company*. December 2, 1908. Refund of \$60.40 on 1 car of coal from Erie, Colo., to Twin Falls, Idaho, on account of excessive rate.

3693. *Crunden Martin Woodenware Company v. St. Louis & San Francisco Railroad Company*. January 6, 1909. Refund of \$1.26 on shipment of ax handles from Campbell, Mo., to Colorado, Tex., on account of misrouting.

3702. *Portsmouth Cotton Oil Refining Corporation v. Atlantic Coast Line Railroad Company*. May 4, 1909. Refund of \$21.74 on 1 car of cotton-seed oil from Bennettsville, S. C., to Philadelphia, Pa., on account of excessive rate.

3706. *Richards & Cunningham Company v. Chicago & Northwestern Railway Company*. March 16, 1909. Refund of \$434.54 on 5 cars of flour, etc., from Creighton and Oakdale, Nebr., to Casper, Wyo., on account of excessive rate.

3708. *E. I. Du Pont de Nemours Powder Company v. Chicago & Northwestern Railway Company*. March 9, 1909. Refund of \$15.18 on 1 car of powder from Pleasant Prairie, Wis., to Christopher, Ill., on account of excessive rate.

3709. *Avery Coal & Mining Company v. Gulf & Ship Island Railroad Company*. June 21, 1909. Refund of \$68.24 on 4 cars of coal from Freeburg, Ill., to Hattiesburg, Miss., on account of excessive rate.

3712. *Western Elaterite Roofing Company v. Texarkana & Fort Smith Railway Company*. November 27, 1908. Refund of \$68.31 on 1 car of asphaltum from Port Arthur, Tex., to Denver, Colo., on account of excessive rate.

3715. *Acme Milling Company v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company*. January 2, 1909. Refund of \$9.80 on shipment of flour from Indianapolis, Ind., to Louisville, Ky., on account of excessive rate.

3717. *American Radiator Company v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company*. September 23, 1909. Refund of \$11.91 on shipment of radiators from Springfield, Ohio, to Minneapolis, Minn., on account of excessive rate.

3719. *Plymouth Cordage Company v. New York, New Haven & Hartford Railroad Company*. December 3, 1908. Refund of \$14.60 on shipment of sisal from Boston, Mass., to Welland, Ontario, on account of excessive rate.

3726. *National Electrolytic Company v. Pennsylvania Railroad Company*. February 15, 1909. Refund of \$3 on shipment of chlorate of potash from Niagara Falls, N. Y., to Newark, N. J., on account of misrouting.

3727. *Kerr, Gifford & Company v. Northern Pacific Railway Company*. March 2, 1909. Refund of \$43.10 on shipment of jute bags from Portland, Oreg., to Tacoma, Wash., on account of excessive rate.

3730. *West Baden Springs Company v. Chicago, Indianapolis & Louisville Railway Company*. July 3, 1909. Refund of \$19.80 on shipment of mineral water from West Baden, Ind., to San Antonio, Tex., on account of excessive rate.

3731. *Woodruff-Kroy Company v. Chicago, Rock Island & Pacific Railway Company*. October 1, 1909. Refund of \$17.52 and to waive collection of \$4 on shipment of hoops from Pinconning and Omer, Mich., to Davenport, Iowa, on account of excessive rate.

3734. *Carnegie Steel Company v. Wabash-Pittsburg Terminal Railway Company*. June 10, 1909. Refund of \$20 on 2 shipments of structural material from Munhall and Clairton, Pa., to Mingo Junction, Ohio, on account of excessive rate.

3735. *Copper Queen Reduction Works v. El Paso & Southwestern System.* March 30, 1909. Refund of \$176.19 on 1 car of chrome ore from Vallejo Junction, Cal., to Douglas, Ariz., on account of excessive rate.

3743. *G. H. Palmer v. Chicago, Indianapolis & Louisville Railway Company.* November 10, 1909. Refund of \$38.15 on 2 cars of lumber from Sheridan, Ind., to Cincinnati, Ohio, on account of excessive rate.

3745. *Mrs. A. F. Reinhart v. Atlantic Coast Line Railroad Company.* June 2, 1909. Refund of \$43.89 on 3 shipments of pears from Savannah, Ga., to New York, on account of excessive rate.

3748. *Jac. Stick v. Illinois Central Railroad Company.* December 14, 1908. Refund of \$216.88 on shipments of tomatoes from East St. Louis, Ill., to New Orleans, La., on account of excessive rates.

3751. *Rhodes & Williamson v. Pennsylvania Railroad Company.* November 24, 1909. Refund of \$34.90 on shipment of steam pumps from Alexandria, Va., to Stuttgart, Ark., on account of misrouting.

3754. *Beebe & Runyan Furniture Company v. Chicago, Rock Island & Pacific Railway Company.* February 5, 1909. Refund of \$7.92 on 1 car of furniture from Omaha, Nebr., to Lebanon, Kans., on account of excessive rate.

3757. *Northern Mercantile Company v. Oregon Short Line Railroad Company.* October 1, 1909. Refund of \$6 on shipment of poles from Cocolalla, Idaho, to Idaho Falls, Idaho, via Silver Bow, Mont., on account of excessive rate.

3758. *H. W. Rogers & Brother v. Chicago, Rock Island & Pacific Railway Company.* December 10, 1908. Refund of \$4.63 on 2 cars of corn from Omaha, Nebr., to Chicago, Ill., on account of excessive weight.

3760. *Eagle White Lead Company v. Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company.* June 2, 1909. Refund of \$36.80 on 3 cars of white lead in oil from Cincinnati, Ohio, to St. Louis, Mo., on account of excessive rate.

3762. *Western Tie & Timber Company v. Chicago, Rock Island & Pacific Railway Company.* April 2, 1909. Refund of \$63.60 on 2 cars of piling from Houston, Ark., to Norfolk, Nebr., on account of misrouting.

3763. *Clinton Sugar Refining Company v. Chicago & Northwestern Railway Company.* January 30, 1909. Refund of \$27.92 on 2 cars of corn from Round Grove, Ill., to Clinton, Iowa, on account of excessive rate.

3764. *C. A. Holton v. Cincinnati, New Orleans & Texas Pacific Railway Company.* January 7, 1909. Refund of \$12 on 2 cars of straw from Dry Ridge, Ky., to Cincinnati, Ohio, on account of excessive rate.

3766. *Standard Oilcloth Company v. Delaware, Lackawanna & Western Railroad Company.* February 3, 1909. Refund of \$17.21 on 20 cars of oilcloth from Athenia, N. J., to New York, on account of excessive rate.

3767. *American Agricultural Chemical Company v. Delaware, Lackawanna & Western Railroad Company.* March 23, 1909. Refund of \$156.81 on 8 cars of ammonia from Lackawanna, N. Y., to Carteret, N. J., on account of excessive rate.

3768. *Carbon Spring Water Ice Company v. Central Railroad Company of New Jersey.* February 6, 1909. Refund of \$161.17 on shipment of ice from Little Gap, Pa., to Somerville, N. J., on account of excessive rate.

3771. *Western Tie & Timber Company v. St. Louis & San Francisco Railroad Company.* August 20, 1909. Refund of \$198 on 66 cars of oak piling from various points to various points, on account of excessive switching charges.

3774. *North Fork Fruit Growers' Association v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* June 1, 1909. Refund of \$12 on 1 car of peaches from Paonia, Colo., to Mitchell, S. Dak., on account of excessive rate.

3777. *C. W. Hull Company v. Chicago & Northwestern Railway Company.* June 28, 1909. Refund of \$36 on shipment of coal from Manitowoc, Wis., to Gregory, S. Dak., on account of excessive rate.

3779. *B. F. Tyler Commission Company v. Chicago, Burlington & Quincy Railroad Company.* December 16, 1908. Refund of \$6.73 on 1 car of hay from Kansas City, Mo., to Kirkwood, Ill., on account of excessive rate.

3780. *B. F. Tyler Commission Company v. Chicago & Alton Railroad Company.* July 22, 1909. Refund of \$4.98 on 1 car of hay from Kansas City, Mo., to Greenview, Ill., on account of excessive rate.

3783. *North Brothers v. Chicago, Burlington & Quincy Railroad Company*. March 19, 1909. Refund of \$6.12 on 1 car of hay from Deering, Kans., to Moline, Ill., on account of excessive rate.

3787. *Sunset Fuel & Feed Company v. Southern Pacific Company*. March 30, 1909. Refund of \$161.69 on shipments of coal from Gallup, N. Mex., to Winthrop, Cal., on account of excessive rate.

3790. *Virginia-Carolina Chemical Company v. Chattahoochee Valley Railway Company*. April 1, 1909. Refund of \$26.54 on 4 cars of fertilizer from Opelika, Ala., to McCulloh and Jester, Ala., on account of excessive rate.

3792. *E. Griswold & Company v. Southern Pacific Company*. January 16, 1909. Refund of \$56.11 and waives collection of \$222.53 on shipment of crude soda from Mirage, Nev., to Carleton, Cal., on account of excessive rate.

3795. *Townley Shingle Company v. St. Louis Southwestern Railway Company*. March 6, 1909. Refund of \$53.25 on shipment of handles from Townley, Mo., to Louisville, Ky., on account of excessive rate.

3797. *Swift & Company v. Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company*. September 13, 1909. Refund of \$90 on 15 cars of dressed beef from Chicago, Ill., to Marion, Ohio, on account of excessive rate.

3798. *Duluth Log Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company*. December 1, 1908. Refund of \$9.81 on shipment of posts from Hawthorne, Wis., to Greenfield, Ill., on account of excessive car capacity.

3802. *Shoal Creek Coal Company v. Toledo, St. Louis & Western Railroad Company*. March 19, 1909. Refund of \$15.47 on 1 car of coal from Panama, Ill., to Van Buren, Ind., on account of excessive minimum carload weight.

3808. *Armour & Company v. Union Pacific Railroad Company*. February 9, 1909. Refund of \$230.36 on 4 cars of fresh meat, etc., from South Omaha, Nebr., to Denver, Colo., on account of excessive minimum carload weight.

3809. *Carter Lumber Company v. Galveston, Harrisburg & San Antonio Railway Company*. June 7, 1909. Refund of \$598.40 on 13 cars of lumber from various points to Clifton, Ariz., on account of excessive rate.

3810. *Phoenix Railway Company v. Atchison, Topeka & Santa Fe Railway Company*. November 21, 1908. Refund of \$334.10 on 3 cars of ties from East San Pedro, Cal., to Phoenix, Ariz., on account of excessive rate.

3811. *W. D. Reeves Lumber Company v. Yazoo & Mississippi Valley Railroad Company*. November 25, 1908. Refund of \$6.30 on shipment of lumber from Helena, Ark., to Columbus, Ohio, on account of misrouting.

3815. *Menefee Cypress Company (Limited) v. Galveston, Harrisburg & San Antonio Railway Company*. December 18, 1908. Refund of \$16.86 on 1 car of lumber from Berwick, La., to Palacios, Tex., on account of excessive rate.

3819. *Vandalia Railroad Company v. Chicago, Burlington & Quincy Railroad Company*. May 19, 1909. Payment of \$0.72 on shipment of brooms from Davenport, Iowa, to Collinsville, Ill., on account of misrouting.

3824. *Armour & Company v. Delaware, Lackawanna & Western Railroad Company*. January 28, 1909. Refund of \$31.20 on shipment of dressed beef from Scranton, Pa., to Elmira, N. Y., on account of excessive rate.

3826. *The Holly Sugar Company v. Atchison, Topeka & Santa Fe Railway Company*. December 30, 1908. Refund of \$277.39 on 4 cars of molasses from Holly, Cal., to Tarkio, Mo., on account of typographical error in publication of tariff.

3828. *Union Lumber Company v. Southern Railway Company*. May 28, 1909. Waive collection of \$29.60 and refund of \$3.70 on 1 car of lumber from Larkinsville, Ala., to Cincinnati, Ohio, on account of excessive rate.

3829. *Cloquet Lumber Company v. Northern Pacific Railway Company*. March 16, 1909. Refund of \$11.25 on shipment of lumber from Cloquet, Minn., to Oakland, Nebr., on account of excessive rate.

3830. *Janesville Machinery Company v. Chicago & Northwestern Railway Company*. September 15, 1909. Refund of \$58.50 on shipment of wheels from Laporte, Ind., to Janesville, Wis., on account of excessive rate.

3833. *Naylor & Company v. Central Railroad Company of New Jersey*. March 5, 1909. Refund of \$256.22 on 51 cars of pyrites from Bayonne, N. J., to Emaus, Pa., on account of excessive rate.

3834. *Mathieson Alkali Works v. Norfolk & Western Railway Company.* January 25, 1909. Refund of \$56.02 on 1 car of caustic soda from Saltville, Va., to Bridgeport, Pa., on account of excessive rate.

3835. *Finkbine Lumber Company v. Illinois Central Railroad Company.* March 31, 1909. Refund of \$57.10 on 6 cars of lumber from Wiggins, Miss., to St. Charles, Mo., on account of excessive rate.

3836. *J. J. Callahan v. Delaware & Hudson Company.* December 19, 1908. Refund of \$79.75 on 2 cars of stone from Whitehall, N. Y., to Rutland, Vt., on account of excessive rate.

3837. *Lingo-Leeper Company v. Missouri, Kansas & Texas Railway Company.* February 1, 1909. Refund of \$102.69 on 3 cars of lumber from Stringtown, Okla., to Denison and Sadler, Tex., on account of excessive rate.

3838. *MacGillis & Gibbs Company v. Great Northern Railway Company.* August 5, 1909. Waives collection of undercharge of \$117.05 on 3 cars of logs from Meadows, British Columbia, to Hanley's Spur, Wash., on account of excessive rate.

3842. *American Car & Foundry Company v. St. Louis & San Francisco Railroad Company.* November 11, 1909. Refund of \$338.95 on 10 cars of lumber from Haworth, Okla., to St. Charles, Mo., on account of misrouting.

3846. *Robinson-Davis Lumber Company v. St. Louis & San Francisco Railroad Company.* March 11, 1909. Refund of \$27.43 on 1 car of sand from Kansas City, Mo., to Neosho, Mo., on account of excessive rate.

3848. *Midland Valley Railroad Company v. St. Louis & San Francisco Railroad Company.* June 14, 1909. Payment of \$38.58 on 1 car of wire and nails from Memphis, Tenn., to Haskell, Okla., on account of misrouting.

3849. *Western Tie & Timber Company v. St. Louis & San Francisco Railroad Company.* May 7, 1909. Refund of \$6 on 2 cars of piling from Leslie, Ark., to Hannibal, Mo., on account of excessive rate.

3850. *Briggs & Cooper v. St. Louis & San Francisco Railroad Company.* July 26, 1909. Refund of \$24.96 on 1 car of lumber from Arden, Ark., to Oshkosh, Wis., on account of misrouting.

3851. *Bennett & Witte v. St. Louis & San Francisco Railroad Company.* August 16, 1909. Refund of \$10.86 on 1 car of lumber from Terry, Mo., to Davenport, Iowa, on account of misrouting.

3852. *J. Rosenbaum Grain Company v. St. Louis & San Francisco Railroad Company.* March 30, 1909. Refund of \$1.25 on shipment of mineral paint from Cincinnati, Ohio, to North Fort Worth, Tex., on account of misrouting.

3855. *Crescent Blasting Company v. Pennsylvania Company.* June 29, 1909. Refund of \$73.79 on 11 cars of steel dripping, etc., from Canton, Ohio, to Hazelkirk, Pa., on account of excessive rate.

3856. *F. W. Simonds & Son v. Ocean Steamship Company of Savannah.* March 27, 1909. Refund of \$175.80 on shipment of fertilizer from New York, N. Y., to Laingkat, Ga., on account of excessive rate.

3857. *J. P. Williams Company v. Central of Georgia Railway Company.* December 14, 1908. Refund of \$23.94 on 5 cars of rosin and turpentine from Turps, Ala., to Savannah, Ga., on account of excessive rate.

3858. *Colorado Fuel & Iron Company v. Colorado & Southern Railway Company.* May 18, 1909. Refund of \$77.54 on 1 car of bar iron from Minnequa, Colo., to Whitewood, S. Dak., on account of excessive rate.

3861. *American Steel Foundries v. Pennsylvania Company.* May 22, 1909. Refund of \$19.26 on 1 car of sand from Sharon, Pa., to Alliance, Ohio, on account of excessive rate.

3864. *Kansas City Standard Roofing Company v. St. Louis & San Francisco Railroad Company.* October 5, 1909. Refund of \$10.44 on 1 car of pitch from Ensley, Ala., to Kansas City, Mo., on account of excessive rate.

3865. *Johnson & Bowles v. Southern Pacific Company.* February 27, 1909. Refund of \$103.52 on 1 car of flour from Colton, Cal., to Yuma, Ariz., on account of excessive rate.

3868. *Barataria Canning Company v. Louisville & Nashville Railroad Company.* November 21, 1908. Refund of \$41.69 on shipment of coke from Boyles, Ala., to Biloxi, Miss., on account of excessive rate.

3869. *Illinois Pacific Glass Company v. San Pedro, Los Angeles & Salt Lake Railroad Company.* February 3, 1909. Refund of \$263.50 on 2 cars of demijohns from Olean, N. Y., to Los Angeles, Cal., on account of excessive rate.

3873. *New York, New Haven & Hartford Railroad Company v. Boston & Maine Railroad.* April 9, 1909. Payment of \$417.36 on 5 cars of corn from Jersey City, N. J., to Boston, Mass., on account of misrouting.

3875. *Arizona Orange Association v. Maricopa & Phoenix Railroad Company.* April 27, 1909. Refund of \$28.35 on 1 car of oranges from Phoenix, Ariz., to Chicago, Ill., on account of excessive rate.

3877. *Haskins Brothers & Company v. Chicago & Northwestern Railway Company.* September 10, 1909. Refund of \$14.40 on 1 car of soap from Sioux City, Iowa, to Philadelphia, Pa., on account of misrouting.

3878. *Booth-Kelley Lumber Company v. Southern Pacific Company.* October 22, 1909. Refund of \$56.50 on shipment of lumber from Coburg, Oreg., to McGill, Nev., on account of excessive rate.

3880. *Manitou Mineral Springs Company v. Colorado & Southern Railway Company.* April 16, 1909. Refund of \$24.77 on 1 car of mineral water from Manitou, Colo., to Cheyenne, Wyo., on account of excessive rate.

3881. *Wood-Sullivan Company v. Tonopah & Tidewater Railroad Company.* September 10, 1909. Refund of \$68 on 1 car of blacksmith coal from Frostburg, Md., to Goldfield, Nev., on account of excessive rate.

3882. *Arizona Orange Association v. Maricopa & Phoenix Railroad Company.* April 16, 1909. Refund of \$27.65 on 1 car of oranges from Phoenix, Ariz., to St. Joseph, Mo., on account of excessive rate.

3883. *Arizona Orange Association v. Maricopa & Phoenix Railroad Company.* February 5, 1909. Refund of \$28.52 on 1 car of oranges from Phoenix, Ariz., to Des Moines, Iowa, on account of excessive rate.

3884. *Arizona Orange Association v. Maricopa & Phoenix Railroad Company.* February 5, 1909. Refund of \$28.51 on 1 car of oranges from Phoenix, Ariz., to Chicago, Ill., on account of excessive rate.

3885. *American Brake Shoe & Foundry Company v. Southern Railway Company.* February 6, 1909. Refund of \$4.21 on shipment of brake shoes from Chattanooga, Tenn., to Millen, Ga., on account of excessive rate.

3886. *Arizona Power Company v. Atchison, Topeka & Santa Fe Railway Company.* November 13, 1908. Refund of \$281.20 on 10 cars of cement from Portland, Colo., to Blue Bells, Ariz., on account of excessive rate.

3888. *Desert Power & Mill Company v. Tonopah & Tidewater Railroad Company.* October 11, 1909. Refund of \$75.41 on 1 car of sheet zinc from La Salle, Ill., to Millers, Nev., on account of excessive rate.

3890. *Merchants & Planters Oil Company v. Houston & Texas Central Railroad Company.* December 15, 1908. Refund of \$47.50 on shipment of oil from Houston, Tex., to Denver, Colo., on account of excessive minimum carload weight.

3892. *Twin Buttes Mining & Smelting Company v. Southern Pacific Company.* November 18, 1908. Refund of \$446.99 on shipment of crude oil from Oil City, Cal., to Tucson, Ariz., on account of excessive rate.

3893. *Brunswick Consolidated Mining Company v. Southern Pacific Company.* December 22, 1908. Refund of \$77.17 on 1 car of iron ore from Brunswick, Nev., to San Francisco, Cal., on account of excessive rate.

3894. *Walter T. Bradley Company v. Philadelphia & Reading Railway Company.* December 7, 1908. Refund of \$26.61 on 1 car of lime screenings from Palmyra, Pa., to Yorktown, N. J., on account of excessive rate.

3895. *Superior Chemical & Engineering Company v. Louisville & Nashville Railroad Company.* July 9, 1909. Refund of \$24.08 on 1 car of oil from Chicago, Ill., to Ironaton, Ala., on account of excessive rate.

3899. *Relief of Agent of the Illinois Central Railroad Company.* May 3, 1909. Waives collection of switching charges amounting to \$45 on 35 cars of tobacco from St. Louis, Mo., to various points.

3900. *Central States Fuel Company v. Chicago, Rock Island & Pacific Railway Company.* June 11, 1909. Refund of \$26.12 on 1 car of coal from Benton, Ill., to Brownsdale, Minn., on account of misrouting.

3901. *Lowe & Robison v. St. Louis & San Francisco Railroad Company.* April 29, 1909. Refund of \$14.80 on 1 car of hay from Kansas City, Mo., to Parma, Mo., on account of excessive rate.

3902. *Texarkana Casket Company v. St. Louis & San Francisco Railroad Company.* July 23, 1909. Refund of \$6.25 on shipment of burial cases from Chelsea, Okla., to Texarkana, Ark.-Tex., on account of misrouting.

3903. *Woodruff Kroy Company v. St. Louis & San Francisco Railroad Company.* December 2, 1908. Refund of \$9.34 on 2 cars of staves from Kennett, Mo., to Davenport, Iowa, on account of misrouting.

3904. *Central States Fuel Company v. Chicago, Rock Island & Pacific Railway Company.* April 1, 1909. Refund of \$42.53 on 1 car of coal from Benton, Ill., to Red Wing, Minn., on account of misrouting.

3906. *C. R. Cummings Export Company v. Morgan's Louisiana & Texas Railroad & Steamship Company.* March 24, 1909. Refund of \$12.81 on shipment of chain dogs from New Orleans, La., to Fuqua, Tex., on account of excessive rate.

3907. *E. H. Young v. Yazoo & Mississippi Valley Railroad Company.* March 22, 1909. Refund of \$335.71 on 4 cars of cotton-seed cake from Glen Allen, Miss., to Galveston, Tex., on account of excessive rate.

3909. *New York, New Haven & Hartford Railroad Company v. St. Louis & San Francisco Railroad Company.* January 16, 1909. Payment of \$10.52 on 1 car of cotton from Altus, Okla., to East Hampton, Mass., on account of misrouting.

3911. *B. F. Tyler Commission Company v. St. Louis & San Francisco Railroad Company.* December 31, 1908. Refund of \$12 on 1 car of hay from Kansas City, Mo., to Cape Girardeau, Mo., on account of excessive rate.

3912. *J. W. Jenkins Sons Music Company v. Kansas City Southern Railway Company.* April 19, 1909. Refund of \$1.88 on 9 shipments of musical instruments from various points to various points, on account of excessive rate.

3914. *Northern Iron Company v. Delaware & Hudson Company.* December 23, 1908. Refund of \$2.06 on shipment of iron castings from Wilkes-Barre, Pa., to Standish, N. Y., on account of excessive rate.

3922. *Armour & Company v. Chicago, Burlington & Quincy Railroad Company.* April 26, 1909. Refund of \$11.30 on 3 cars of sawdust from Kansas City, Mo., to South Omaha, Nebr., on account of excessive rate.

3923. *Barrett Grocery Company v. Illinois Central Railroad Company.* March 16, 1909. Refund of \$629.18 on 14 cars of sugar from New Orleans, La., to Lexington, Miss., on account of excessive rate.

3924. *Swift & Company v. El Paso & Southwestern System.* January 28, 1909. Refund of \$126.47 on 1 car of packing-house products from El Paso, Tex., to Bisbee, Ariz., on account of excessive rate.

3925. *Swift & Company v. Baltimore & Ohio Railroad Company.* October 4, 1909. Refund of \$36.68 on 1 car of fresh beef from Cleveland, Ohio, to Baltimore, Md., on account of excessive rate.

3926. *J. J. Caine v. Pennsylvania Railroad Company.* December 14, 1908. Refund of \$82.54 on 1 car of scrap iron from Columbia, S. C., to Phoenixville, Pa., on account of excessive rate.

3928. *Standard Beet Sugar Company v. Iowa Central Railway Company.* October 16, 1909. Refund of \$15.54 on 2 cars of coke from Peoria, Ill., to Ames, Nebr., on account of misrouting.

3929. *Patterson Transfer Company v. Illinois Central Railroad Company.* April 21, 1909. Payment of \$552.61 as additional allowance for drayage of cotton at Memphis, Tenn.

3930. *Patterson Transfer Company v. Yazoo & Mississippi Valley Railroad Company.* April 29, 1909. Payment of \$409.05 for drayage of cotton at Memphis, Tenn.

3931. *E. Dotta v. Southern Pacific Company.* November 9, 1908. Refund of \$75.60 on 1 car of lime from Newcastle, Cal., to Elko, Nev., on account of excessive rate.

3935. *Elko Lumber Company v. Southern Pacific Company.* November 4, 1908. Refund of \$60.84 on 1 car of lime from Newcastle, Cal., to Elko, Nev., on account of excessive rate.

3937. *Duluth Log Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* December 21, 1908. Refund of \$11.40 on 1 car of posts from Hawthorne, Wis., to Marcus, Iowa, on account of larger car furnished than ordered.

3939. *A. Morrison & Company v. St. Louis & San Francisco Railroad Company.* January 6, 1909. Refund of \$64.80 on 1 car of potatoes from Spencer, Okla., to Amarillo, Tex., on account of excessive rate.

3940. *W. E. Shoot & Company v. Houston, East & West Texas Railway Company.* May 20, 1909. Refund of \$28.10 on 1 car of lumber from Nacogdoches, Tex., to Argyle Park, Ill., on account of misrouting.

3941. *D. Ullman & Sons v. Michigan Central Railroad Company.* September 23, 1909. Refund of \$40.16 on 2 cars of paper stock from Buffalo, N. Y., to Neenah, Wis., on account of excessive rate.

3942. *White Crystal Lime Company v. Oregon Railroad & Navigation Company.* December 14, 1908. Refund of \$219.66 on 8 cars of lime from Nelson Siding, Oreg., to Boise, Idaho, on account of excessive rate.

3944. *Virginia-Carolina Chemical Company v. Houston & Shreveport Railroad Company.* November 17, 1908. Refund of \$9.60 on 1 car of fertilizer from Shreveport, La., to Timpson, Tex., on account of excessive rate.

3947. *F. L. Botsford Company (Incorporated) v. Southern Pacific Company's Lines in Oregon.* December 30, 1908. Refund of \$16.94 on 1 car of lumber from Marcola, Oreg., to Hazen, Nebr., on account of excessive rate.

3951. *Schnelle & Quirl Lumber Company v. Illinois Central Railroad Company.* December 4, 1908. Refund of \$2 on 1 car of lumber from Stevens, Miss., to St. Louis, Mo., on account of excessive switching charges.

3952. *Newaygo Portland Cement Company v. Pere Marquette Railroad Company.* June 15, 1909. Refund of \$164.16 on 3 cars of cement from Newaygo, Mich., to Florence, Wis., on account of excessive rate.

3953. *Pacific Fruit & Produce Company v. Northern Pacific Railway Company.* April 19, 1909. Refund of \$33.85 on 1 car of oranges from Redland, Cal., to North Yakima, Wash., on account of excessive rate.

3955. *Burnham, Williams & Company v. Philadelphia & Reading Railway Company.* November 21, 1908. Refund of \$142.14 on shipments of cord wood from Williamstown, N. J., to Eddystone, Pa., on account of excessive rate.

3962. *Valley Milling Company v. Gila Valley, Globe & Northern Railway Company.* February 5, 1909. Refund of \$20 on shipments of grain from Geronimo, Ariz., to Safford, Ariz., on account of excessive rate.

3965. *Alan Wood Iron & Steel Company v. Philadelphia & Reading Railway Company.* November 21, 1908. Refund of \$11.76 on shipment of sheet iron from Philadelphia, Pa., to Standish, N. Y., on account of excessive rate.

3966. *C. C. Smoot & Sons v. Southern Railway Company.* January 22, 1909. Refund of \$522.60 on 44 cars of bark from Stuart, Va., to North Wilkesboro, N. C., on account of excessive rate.

3968. *Lamb Wire Fence Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* June 29, 1909. Waives collection of undercharge of \$19.08 on 1 car of wire fencing from Adrian, Mich., to Minnesota Transfer, Minn., on account of excessive rate.

3969. *Clement & Clement v. Norfolk & Western Railway Company.* January 12, 1909. Refund of \$41.34 on 4 cars of cattle from Circleville, Ohio, to Danville, Va., on account of excessive rate.

3970. *Lawrence-Hensley Fruit Company v. Chicago, Rock Island & Pacific Railway Company.* November 27, 1908. Refund of \$542.41 on 8 cars of bananas and coconuts from New Orleans, La., to Denver, Colo., on account of excessive rate.

3971. *Relief of Agent of the Chicago, Burlington & Quincy Railroad Company.* June 4, 1909. Waives collection of undercharge of \$135 on 1 car of lumber from Wrenco, Idaho, to Beatrice, Nebr., on account of excessive minimum car-load weight.

3973. *International Harvester Company v. Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company.* July 9, 1909. Refund of \$367.70 on 21 cars of agricultural implements from Chicago, Ill., to Norfolk, Va., on account of excessive rate.

3975. *Chicago, St. Paul, Minneapolis & Omaha Railway Company v. New York Central & Hudson River Railroad Company.* April 9, 1909. Refund of \$74.06 on shipment of lemons from New York, N. Y., to Minneapolis, Minn., on account of misrouting.

3976. *Herman Loeb v. Chicago, Rock Island & Pacific Railway Company.* June 1, 1909. Refund of \$417.73 on 2 cars of cotton from Ruston, La., to East St. Louis, Ill., on account of excessive rate.

3977. *Tremont Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* July 15, 1909. Refund of \$31.71 on 1 car of lumber from Hudson, La., to Chanute, Kans., on account of misrouting.

3980. *Buhler Mill & Elevator Company v. St. Louis & San Francisco Railroad Company.* September 27, 1909. Refund of \$3.67 and waives collection of \$6.13 undercharge on 1 car of flour from Buhler, Kans., to New York, N. Y., on account of misrouting.

3983. *Benton Manufacturing Company v. Central of Georgia Railway Company.* November 21, 1908. Refund of \$13.98 on shipment of agricultural implements from Monticello, Ga., to Memphis, Tenn., on account of excessive rate.

3984. *W. M. Paugh & Company v. St. Louis & San Francisco Railroad Company.* May 17, 1909. Refund of \$108.35 on 9 cars of cattle and hogs from Helena, Goltry, and Ames, Okla., to Wichita, Kans., on account of excessive rate.

3986. *J. C. Madison v. St. Louis & San Francisco Railroad Company.* May 4, 1909. Refund of \$103.32 on 6 cars of hogs and cattle from Goltry, Okla., to Wichita, Kans., on account of excessive rate.

3993. *Homer Earl v. Chicago, Burlington & Quincy Railroad Company.* January 5, 1909. Refund of \$42 on 1 car of silica from Woodruff, Kans., to Chicago, Ill., on account of excessive rate.

3994. *F. J. Lewis Manufacturing Company v. Hocking Valley Railway Company.* April 6, 1909. Refund of \$32 on 1 car of coal tar from Toledo, Ohio, to Chicago, Ill., on account of excessive rate.

4001. *Rosenbaum Brothers v. Southern Pacific Company.* July 28, 1909. Refund of \$48.87 on 1 car of barley from Mission, Oreg., to Chicago, Ill., on account of excessive rate.

4003. *S. R. Overton v. Kansas City, Mexico & Orient Railway Company.* June 15, 1909. Refund of \$95.55 on 1 car of wheat from Thomas, Okla., to Dallas, Tex., on account of excessive rate.

4004. *E. G. Garcia & Company v. Atchison, Topeka & Santa Fe Railway Company.* December 15, 1908. Refund of \$664.81 on 15 cars of wool in grease from Holbrook and Winslow, Ariz., to Albuquerque, N. Mex., on account of excessive rate.

4005. *Copper Queen Consolidated Mining Company v. El Paso & Southwestern System.* January 12, 1909. Refund of \$255.25 on 2 cars of hay from McQueen Spur, Ariz., to Bisbee, Ariz., on account of excessive rate.

4009. *Jacob Karlen & Son v. Illinois Central Railroad Company.* January 5, 1909. Refund of \$44.61 on 4 cars of cheese from Monroe, Wis., to Chicago, Ill., on account of excessive rate.

4010. *National Grocery Company v. Wisconsin & Michigan Railway Company.* February 1, 1909. Refund of \$48.36 on 1 car of sugar from Menominee, Mich., to Sault Ste. Marie, Mich., on account of excessive rate.

4013. *MacGillis & Gibbs Company v. Chicago & Northwestern Railway Company.* June 28, 1909. Refund of \$62.49 on shipments of posts from Lanse, St. Ignace, and Moran, Mich., to Burke and Dallas, S. Dak., on account of excessive rate.

4020. *Empson Packing Company v. Colorado & Southern Railway Company.* December 22, 1908. Refund of \$94.60 on shipment of canned peas from Greeley, Colo., to Cleveland, Ohio, on account of excessive rate.

4022. *C. S. True v. Oregon Railroad & Navigation Company.* February 5, 1909. Refund of \$152.45 on 2 cars of hay from New Plymouth, Idaho, and Nyssa, Oreg., to Hood River, Oreg., on account of excessive rate.

4023. *Star Publishing Company v. Union Pacific Railroad Company.* May 4, 1909. Refund of \$18.18 on 1 car of news print paper from Grand Rapids, Minn., to Lincoln, Nebr., on account of excessive rate.

4025. *Merchants Grocery Company v. New Orleans & Northeastern Railroad Company.* December 23, 1908. Refund of \$85.50 on shipment of rice from Beaumont, Tex., to Hattiesburg, Miss., on account of excessive rate.

4026. *Pullen Produce Company v. New Orleans & Northeastern Railroad Company.* December 23, 1908. Refund of \$28.50 on shipment of rice from Beaumont, Tex., to Hattiesburg, Miss., on account of excessive rate.

4028. *Hazelwood Company v. Oregon Railroad & Navigation Company.* February 5, 1909. Refund of \$13.44 on 1 car of hay from Payette, Idaho, to Spokane, Wash., on account of excessive rate.

4029. *McReynolds & Company v. Oregon Railroad & Navigation Company.* December 1, 1908. Refund of \$526.33 on 6 cars of hay from Nyssa and Arcadia, Oreg., to Hood River, Oreg., on account of excessive rate.

4030. *Ohio Mining & Manufacturing Company v. Baltimore & Ohio Railroad Company.* September 7, 1909. Refund of \$10.50 on 1 car of brick from Shawnee, Ohio, to Milwaukee, Wis., on account of misrouting.

4031. *Charles Chapman v. Quincy, Omaha & Kansas City Railroad Company.* January 22, 1909. Refund of \$13.75 on shipment of hay from La Belle, Mo., to Quincy, Ill., on account of excessive rate.

4033. *Chicago Produce Company v. Pere Marquette Railroad Company.* March 17, 1909. Refund of \$145.43 on shipments of potatoes from Big Rapids, Mich., to Chicago, Ill., on account of excessive rate.

4037. *Kerr, Gifford & Company v. Oregon Railroad & Navigation Company.* March 30, 1909. Refund of \$573.69 on 2 cars of wheat from Bourbon, Oreg., to Murray, Salt Lake City, Utah, on account of excessive rate.

4038. *W. D. Marshall Company v. Louisiana Western Railroad Company.* January 8, 1909. Refund of \$316.80 on 3 cars of rice bran from Eagle Lake, Tex., to Crowley, La., on account of excessive rate.

4041. *Acme Cement Plaster Company v. Southern Railway Company.* April 28, 1909. Refund of \$34.40 on shipment of plaster from St. Louis, Mo., to Lawrenceburg, Ky., on account of excessive rate.

4043. *Merchants Grocery Company v. New Orleans & Northeastern Railroad Company.* January 4, 1909. Refund of \$42.75 on shipment of rice from Beaumont, Tex., to Hattiesburg, Miss., on account of excessive rate.

4045. *Clymer Manufacturing Company v. New York, Chicago & St. Louis Railroad Company.* March 3, 1909. Refund of \$37 on 1 car of sand from Conneaut, Ohio, to Indiana, Pa., on account of excessive rate.

4049. *Jewett Lumber Company v. Missouri Pacific Railway Company.* June 28, 1909. Refund of \$15 on 1 car of lumber from Longleaf, La., to Des Moines, Iowa, on account of misrouting.

4050. *Western Grocery Company v. Missouri Pacific Railway Company.* April 26, 1909. Refund of \$47.28 on 1 car of sorghum from McLouth, Kans., to Albert Lea, Minn., on account of misrouting.

4051. *Merchants Grocery Company v. New Orleans & Northeastern Railroad Company.* February 3, 1909. Refund of \$28.50 on shipment of rice from Beaumont, Tex., to Hattiesburg, Miss., on account of excessive rate.

4057. *Schoening-Koenigsmark Milling Company v. St. Louis, Iron Mountain & Southern Railway Company.* January 29, 1909. Refund of \$8.84 on 1 car of flour from Prairie du Rocher, Ill., to Columbus, Miss., on account of misrouting.

4058. *Standard Slate Corporation v. Chesapeake & Ohio Railway Company.* February 16, 1909. Refund of \$12.20 on shipment of roofing slate from Esmont, Va., to Cincinnati, Ohio, on account of excessive rate.

4062. *Phoenix Cotton Oil Company v. Illinois Central Railroad Company.* November 17, 1909. Refund of \$18.16 on shipment of 3 cars of coal from Galatia, Ill., to Corning, Ark., on account of misrouting.

4063. *Whitehead Brothers Company v. Boston & Maine Railroad.* May 28, 1909. Refund of \$156.76 on 8 cars of sand from Salem, Mass., to Manchester, N. H., on account of excessive rate.

4069. *R. P. Burnett v. New York Central & Hudson River Railroad Company.* April 12, 1909. Refund of \$776.60 on 35 cars of stone from Medina and Albion, N. Y., to Cleveland, Ohio, on account of excessive rate.

4071. *United States Gypsum Company v. Chicago, Burlington & Quincy Railroad Company.* December 22, 1908. Refund of \$48 on 1 car of glass sand from Wedron, Ill., to Alabaster, Mich., on account of excessive rate.

4073. *Nebraska-Iowa Grain Company v. Illinois Central Railroad Company.* April 26, 1909. Refund of \$20 on 4 cars of corn from Omaha, Nebr., to Orchard and Osage, Iowa, on account of excessive rate.

4075. *H. R. Sackett v. Toledo & Ohio Central Railway Company.* July 9, 1909. Refund of \$4.75 on shipment of 1 launch from Millersport, Ohio, to Algonac, Mich., on account of excessive rate.

4076. *Lorain Steel Company v. Baltimore & Ohio Railroad Company.* October 18, 1909. Refund of \$414.58 on shipment of iron and steel articles from Lorain and Cleveland, Ohio, to Johnstown, Pa., on account of excessive rate.

4077. *Royal Lumber Company v. Baltimore & Ohio Railroad Company.* December 15, 1908. Refund of \$13.65 on 1 car of Lumber from Ripley, W. Va., to Owen Sound, Ontario, on account of misrouting.

4078. *E. T. Hines Company v. Southern Railway Company.* February 16, 1909. Refund of \$58.96 on 4 cars of rosin from Riderville, Ala., to Savannah, Ga., on account of excessive rate.

4079. *Globe Lumber Company v. Vicksburg, Shreveport & Pacific Railway Company.* March 30, 1909. Refund of \$8.22 on 1 car of lumber from Yellow Pine, La., to Marlin, Tex., on account of misrouting.

4081. *Richmond, Indiana, Manufacturing Company v. Pittsburgh, Cincinnati Chicago & St. Louis Railway Company.* November 23, 1909. Refund of \$35.44 on shipment of iron beds from Richmond, Ind., to Minneapolis, Minn., on account of excessive rate.

4084. *Warfield Electric Company v. Great Northern Railway Company.* June 4, 1909. Refund of \$54.06 on 9 shipments of coal from Superior, Wis., to Bemidji, Minn., on account of excessive rate.

4086. *A. B. Currier Company & Coal Hill Coal Company v. Chicago & Northwestern Railway Company.* August 9, 1909. Refund of \$37.53 on 3 cars of coal from South Iowa Junction, Iowa, to Omaha, Nebr., on account of excessive rate.

4088. *Pass Packing Company v. Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company.* August 16, 1909. Refund of \$5 on shipment of canned oysters from Pass Christian, Miss., to Fort Wayne, Ind., on account of misrouting.

4089. *R. J. Darnell (Incorporated) v. Yazoo & Mississippi Valley Railroad Company.* April 1, 1909. Refund of \$68.92 on 7 cars of lumber from Memphis, Tenn., to New Orleans, La., on account of excessive rate.

4091. *H. D. Lee Mercantile Company v. Missouri Pacific Railway Company.* January 22, 1909. Refund of \$10 on 1 car of berries and cabbages from Tyler, Tex., to Salina, Kans., on account of excessive rate.

4092. *Tremont Lumber Company v. Alabama & Vicksburg Railway Company.* March 15, 1909. Refund of \$3.92 on 1 car of lumber from Smithfield, La., to Conneaut, Ohio, on account of misrouting.

4093. *Evans & Howard Fire Brick Company v. Illinois Central Railroad Company.* June 11, 1909. Refund of \$9.98 on shipment of sewer pipe from Howards, Mo., to Paducah, Ky., on account of nonabsorption of switching charges.

4094. *La Crosse Implement Company v. Chicago, Rock Island & Pacific Railway Company.* December 26, 1908. Refund of \$70.01 on 3 cars of vehicles from Jackson, Mich., to Minneapolis, Minn., on account of excessive rate.

4095. *Sunderland Brothers Company v. Chicago & Northwestern Railway Company.* April 7, 1909. Refund of \$24.47 on 2 cars of coal from Lakonta, Iowa, to Lynch, Nebr., on account of excessive rate.

4096. *Brooklyn Heights Railroad Company v. Pennsylvania Railroad Company.* February 10, 1909. Refund of \$1.03 on 1 car of claw bars from Cheswick, Pa., to Brooklyn, N. Y., on account of misrouting.

4097. *Garden City Sand Company v. Chicago, Burlington & Quincy Railroad Company.* March 11, 1909. Waives collection of undercharge of \$54.18 on shipment of molding sand from Rockport, Ind., to Fulton, Ill., on account of excessive rate.

4100. *Friedlaender & Oliven Company v. Morgan's Louisiana & Texas Railroad & Steamship Company.* June 26, 1909. Refund of \$66.84 on 6 cars of staves from Washington, Leonville, and Gold Dust, La., to New Orleans, La., on account of excessive rate.

4101. *Armour & Company v. Chesapeake & Ohio Railway Company.* April 24, 1909. Refund of \$236.68 on 7 cars of potash from Newport News, Va., to Buena Vista, Va., on account of excessive rate.

4104. *Finkbine Lumber Company v. Illinois Central Railroad Company.* December 17, 1908. Refund of \$9.98 on 1 car of lumber from Wiggins, Miss., to St. Charles, Mo., on account of excessive rate.

4106. *Armour & Company v. Seaboard Air Line Railway.* January 6, 1909. Refund of \$88 on 7 cars of tankage and blood from Savannah, Ga., to Wilmington, N. C., on account of excessive rate.

4107. *Franklin Lumber, Feed & Supply Company v. Southern Railway Company.* January 27, 1909. Refund of \$7.44 on 1 car of lumber from Atlanta, Ga., to Franklin, N. C., on account of excessive rate.

4109. *St. Croix Paper Company v. Main Central Railroad Company.* February 3, 1909. Refund of \$1,599.92 on 69 cars of sand from McGeorges Pit, Me., to Woodland, Me., on account of excessive rate.

4111. *Jones & Laughlin Steel Company v. Louisville & Nashville Railroad Company.* October 23, 1909. Refund of \$95.77 on 6 shipments of steel from Pittsburg, Pa., to Chattanooga, Tenn., on account of excessive rate.

4112. *P. L. Weeks & Company v. Tampa Northern Railroad Company.* March 30, 1909. Refund of \$69.88 on 2 cars of turpentine and rosin from Enville, Fla., to Savannah, Ga., on account of excessive rate.

4120. *Minominee White Cedar Company v. Wisconsin & Michigan Railway Company.* September 15, 1909. Refund of \$6.24 on shipment of posts from Menominee, Mich., to Wabash, Nebr., on account of larger car furnished than ordered.

4121. *H. Stacy Smith v. Cumberland Valley Railroad Company.* March 10, 1909. Refund of \$12 on shipment of stick C. O. bark from Vesuvius, Va., to Newark, N. J., on account of misrouting.

4123. *Finkbine Lumber Company v. Illinois Central Railroad Company.* May 4, 1909. Refund of \$14.94 on 2 cars of lumber from Wiggins, Miss., to St. Charles, Mo., on account of excessive rate.

4129. *Ady & Crowe Mercantile Company v. Colorado & Southern Railway Company.* February 5, 1909. Refund of \$44.49 on shipment of speltz from Wheatland, Wyo., to Denver, Col., on account of excessive rate.

4134. *Armour & Company v. Chicago, Cincinnati & Louisville Railroad Company.* December 7, 1908. Refund of \$3.91 on 1 car of dry glue from Chicago, Ill., to Peru, Ind., on account of excessive rate.

4135. *Bertha Mineral Company v. Norfolk & Western Railway Company.* December 2, 1908. Refund of \$81.97 on shipment of zinc ashes from Philadelphia, Pa., to Pulaski, Va., on account of excessive rate.

4136. *Deeds & Hirsig Manufacturing Company v. Chicago, Indianapolis & Louisville Railway Company.* September 29, 1909. Refund of \$12.50 on 1 car of vehicles from Flint, Mich., to Nashville, Tenn., on account of misrouting.

4137. *N. T. Ritch, jr. v. Atlantic Coast Line Railroad Company.* June 28, 1909. Refund of \$41.25 on shipments of strawberries from Raiford, Fla., to New York, N. Y., on account of excessive rate.

4138. *Chicago, Rock Island & Pacific Railway Company and Kellogg-Birge Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* June 4, 1909. Refund of \$4.46 to Kellogg-Birge Company and payment of \$49.11 to Chicago, Rock Island & Pacific Railway Company on 1 car of potatoes from Beaver Creek, Minn., to Keokuk, Iowa, on account of misrouting.

4139. *Dean & Company v. Chicago, Rock Island & Pacific Railway Company.* April 6, 1909. Refund of \$89.14 on 3 cars of vehicles from Pontiac, Mich., to Minneapolis, Minn., on account of excessive rate.

4143. *H. F. Watson Company v. Baltimore & Ohio Railroad Company.* February 8, 1909. Refund of \$75.97 on 6 cars of rags from Locust Point, Md., to Erie, Pa., on account of excessive rate.

4144. *Great Western Sugar Company v. Illinois Central Railroad Company.* June 23, 1909. Refund of \$29.70 on shipment of sugar-beet seed from New Orleans, La., to Greeley, Colo., on account of misrouting.

4145. *Superior Hay Stacker Company v. Chicago, Burlington & Quincy Railroad Company.* March 26, 1909. Refund of \$112.14 on 6 cars of agricultural implements from Linneus, Mo., to Minneapolis, Minn., on account of excessive rate.

4148. *Armour & Company v. Chicago, Burlington & Quincy Railroad Company.* December 31, 1908. Refund of \$56.61 on shipment of packing-house products from South Omaha, Nebr., to Lewiston, Mont., on account of excessive rate.

4150. *Sligo Iron Store Company v. Chicago, Burlington & Quincy Railroad Company.* June 28, 1909. Refund of \$22.72 and waives collection of under-charge of \$5 on one shipment of coal from Lilly, Pa., to Sheridan, Wyo., on account of excessive rate.

4151. *Duluth Log Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* January 12, 1909. Refund of \$11.02 on shipment of posts from Hawthorne, Wis., to Plymouth, Nebr., on account of larger car furnished than ordered.

4152. *Montgomery Lumber Company v. Central of Georgia Railway Company.* December 10, 1908. Refund of \$58.74 on shipment of crate material from Montgomery, Ala., to Arlington, Ga., on account of excessive rate.

4153. *Fuller & Rice Lumber & Manufacturing Company v. Grand Rapids & Indiana Railway Company.* July 2, 1909. Refund of \$20 on 1 car of lumber from Grand Rapids, Mich., to Mahanoy City, Pa., on account of misrouting.

4157. *A. H. Slocomb v. Atlantic Coast Line Railroad Company.* December 21, 1908. Refund of \$22.04 on shipment of rosin from Benson, N. C., to York, Pa., on account of excessive rate.

4164. *J. E. Bartlett Company v. Pere Marquette Railroad Company.* March 31, 1909. Refund of \$57.95 on shipments of brick from Toledo, Ohio, to Port Huron, Mich., on account of excessive rate.

4166. *Picker & Beardsley v. Chicago, Burlington & Quincy Railroad Company.* February 15, 1909. Refund of \$45.06 on 7 cars of oats from Garden Grove, Iowa, to St. Louis, Mo., on account of excessive rate.

4167. *United Cooperage Company v. Pennsylvania Railroad Company.* February 10, 1909. Refund of \$7.80 on shipment of hoops from Minster, Ohio, to Reading, Pa., on account of misrouting.

4170. *S. Locke Breaux v. Morgan's Louisiana & Texas Railroad & Steamship Company.* May 19, 1909. Refund of \$158.57 on 5 cars of rough rice from Stowell, Tex., to New Orleans, La., on account of excessive rate.

4171. *W. B. Thompson & Company v. Gulf, Colorado & Santa Fe Railway Company.* June 28, 1909. Refund of \$199.82 on 6 cars of staves from Cravens and Pitkins, La., to New Orleans, La., on account of excessive rate.

4172. *Eaton, Rhodes & Company v. Cincinnati, Hamilton & Dayton Railway Company.* July 28, 1909. Refund of \$7.13 on shipments of mill cinder from Newport, Ky., to Hamilton, Ohio, on account of excessive rate.

4177. *A Klipstein & Company v. Southern Pacific Company.* August 31, 1909. Refund of \$188.86 on shipment of quebracho extract from New York, N. Y., to Redwood City, Cal., on account of excessive rate.

4180. *American Hominy Company v. Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company.* March 25, 1909. Refund of \$6.48 on shipment of malt from Indianapolis, Ind., to Escanaba, Mich., on account of excessive minimum carload weight.

4181. *Illinois Pacific Glass Company v. Southern Pacific Company.* June 2, 1909. Refund of \$192.84 on 1 car of beer bottles from Oakland, Cal., to Hermosillo, Sonora, Mexico, on account of excessive rate.

4182. *Albert Preston v. Chesapeake & Ohio Railway Company.* January 6, 1909. Refund of \$22.64 on shipment of ties from Paintsville, Ky., to Brooksville, Pa., on account of misrouting.

4185. *Schumacher Grocery Company v. Morgan's Louisiana & Texas Railroad & Steamship Company.* April 9, 1909. Refund of \$9.47 on 1 car of sugar from New Orleans, La., to Eagle Pass, Tex., on account of excessive rate.

4186. *Vail Cooperage Company v. Illinois Central Railroad Company.* March 19, 1909. Refund of \$5.37 on shipment of barrel heading from Kuttawa, Ky., to Hutchinson, Kans., on account of misrouting.

4187. *Du Pont Powder Company v. Philadelphia & Reading Railway Company.* January 18, 1909. Refund of \$45.72 on four shipments of scrap iron from Thompson point, N. J., to Wilmington, Del., on account of excessive rate.

4189. *Standard Lime & Stone Company v. Chicago & Northwestern Railway Company.* August 26, 1909. Refund of \$37.20 on shipment of lime from Oakland, Wis., to Ludington, Mich., on account of excessive rate.

4192. *Ohio Iron & Metal Company v. Chicago, Burlington & Quincy Railroad Company.* May 20, 1909. Refund of \$7.70 on shipment of scrap iron from Peoria, Ill., to East Chicago, Ill., on account of misrouting.

4193. *American Window Glass Company v. Pennsylvania Railroad Company.* February 9, 1909. Refund of \$74.72 on shipment of window glass from Kane, Pa., to Jackson, Miss., on account of excessive rate.

4195. *S. J. Patterson v. Atlantic Coast Line Railroad Company.* June 23, 1909. Refund of \$23.81 on 2 cars of coal from Chester Wilson Station, Pa., to Atlanta, Ga., on account of excessive rate.

4199. *American Naval Stores Company v. Louisville & Nashville Railroad Company.* May 22, 1909. Refund of \$182.21 on 12 cars of empty barrels from Gulfport, Miss., to Pensacola, Fla., on account of excessive rate.

4200. *Licking River Lumber Company v. Chesapeake & Ohio Railway Company.* May 22, 1909. Refund of \$13.52 on 1 car of lumber from Farmers, Ky., to Buffalo, N. Y., on account of excessive rate.

4201. *C. T. Check & Son v. Southern Railway Company.* December 12, 1908. Refund of \$2.03 on shipment of cider from Richmond, Va., to Nashville, Tenn., on account of misrouting.

4203. *Pickands-Magee Company v. Southern Pacific Company.* June 10, 1909. Refund of \$660.67 on shipments of coke from Grays Landing, Pa., to San Francisco, Cal., on account of excessive rate.

4206. *Pickands-Magee Coal Company v. Southern Pacific Company.* June 10, 1909. Refund of \$1,546.23 on shipments of coke from Grays Landing, Pa., to San Francisco, Cal., on account of excessive rate.

4223. *Arizona Copper Company v. Atchison, Topcka & Santa Fe Railway Company.* October 1, 1909. Refund of \$21.20 on 1 car of eggs from Winfield, Kans., to Clifton, Ariz., on account of excessive rate.

4224. *Ottumwa Box Car Loader Company v. Chicago, Rock Island & Pacific Railway Company.* July 6, 1909. Refund of \$65.45 on 1 car of bridge iron from Ottumwa, Iowa, to Mobile, Ala., on account of misrouting.

4225. *Deutsch & Sickert Company v. Chicago & Northwestern Railway Company.* November 10, 1909. Refund of \$20.15 on shipments of grain products from Carrollville, Wis., to eastern points on account of excessive rate.

4226. *The Cambridge Ice Company v. Boston & Maine Railroad.* December 26, 1908. Refund of \$775.56 on 28 cars of ice from Brookline, N. H., to Cambridge, Mass., on account of excessive rate.

4227. *H. D. Lee Mercantile Company v. Missouri Pacific Railway Company.* June 1, 1909. Refund of \$20.40 on 2 cars of strawberries from Tyler, Tex., to Salina, Kans., on account of excessive rate.

4231. *Chicago, Rock Island & Pacific Railway Company v. Baltimore & Ohio Southwestern Railroad Company.* May 14, 1909. Refund of \$24.85 on 1 car of bridge iron from Vincennes, Ind., to Sioux Falls, S. Dak., on account of misrouting.

4232. *J. Rasmussen & Sons Company v. Chicago & Northwestern Railway Company.* March 19, 1909. Refund of \$74.03 on 23 cars of brick from Galesburg, Ill., to Oshkosh, Wis., on account of excessive rate.

4234. *Copper Queen Consolidated Mining Company v. El Paso & Southwestern System.* December 18, 1908. Refund of \$1,528.87 on 1 car of pig iron from Gadsden, Ala., to Douglas, Ariz., on account of excessive rate.

4238. *American Furniture Company v. Union Pacific Railroad Company.* February 19, 1909. Refund of \$44.55 on shipment of children's carriages and go-carts from Chicago, Ill., to Denver, Colo., on account of excessive rate.

4240. *A. Landau & Company v. New Orleans Great Northern Railroad Company.* March 30, 1909. Refund of \$35.74 on 1 car of green hides from Covington, La., to St. Louis, Mo., on account of excessive rate.

4242. *Moore & Munger v. Pennsylvania Railroad Company.* May 21, 1909. Refund of \$52.99 on 6 cars of clay from Girard Point, Pa., to Kentmere, Del., on account of excessive rate.

4243. *Anderson, Clayton & Company v. St. Louis, San Francisco & Texas Railway Company.* September 21, 1909. Refund of \$604.40 on various shipments of cotton from Lonoke and Brinkley, Ark., to Houston, Tex., on account of excessive rate.

4247. *Jackson Lumber Company v. Central of Georgia Railway Company.* March 9, 1909. Refund of \$33.38 on 3 cars of lumber from Lockhart, Ala., to Charleston, S. C., on account of excessive rate.

4248. *Mathieson Alkali Works v. Norfolk & Western Railway Company.* April 17, 1909. Refund of \$71.49 on shipment of caustic soda from Saltville, Va., to Eddystone, Pa., on account of excessive rate.

4250. *E. R. & D. C. Kolp v. Gulf, Colorado & Santa Fe Railway Company.* December 2, 1908. Refund of \$11.80 on shipment of oats from Granite, Okla., to Ballinger, Tex., on account of excessive rate.

4253. *Texas Portland Cement Company v. Chicago, Rock Island & Gulf Railway Company.* December 22, 1909. Refund of \$32.30 on shipment of cement from Iola, Kans., to Stratford, Tex., on account of excessive rate.

4254. *California Portland Cement Company v. San Pedro, Los Angeles & Salt Lake Railroad Company.* November 17, 1909. Refund of \$6.91 and waives collection of undercharge of \$136.87 on 1 car of gypsum from Bard, Nev., to Colton, Cal., on account of excessive rate.

4257. *Mathieson Alkali Works v. Norfolk & Western Railway Company.* November 17, 1909. Refund of \$77.91 on shipment of caustic soda from Saltville, Va., to Oil City, Pa., on account of excessive rate.

4258. *Florence Iron Works v. Louisville & Nashville Railroad Company.* June 18, 1909. Refund of \$202.82 on 27 cars of pig iron from Ironaton, Ala., to Florence, N. J., on account of excessive rate.

4259. *International Harvester Company v. Wabash Railroad Company.* June 22, 1909. Refund of \$23.09 on 3 cars of agricultural implements from Chicago, Ill., to Salisbury and Shannondale, Mo., on account of excessive rate.

4260. *Balfour, Guthrie & Company v. Oregon Railroad & Navigation Company.* February 8, 1909. Refund of \$55 on shipment of cement from Portland, Oreg., to Lewiston, Idaho, on account of misrouting.

4261. *Battle Creek Breakfast Food Company v. Chicago, Indianapolis & Louisville Railway Company.* July 9, 1909. Refund of \$9.41 on shipment of cereals from Louisville, Ky., to Quincy, Ill., on account of excessive rate.

4263. *Pape & Loose v. Quincy, Omaha & Kansas City Railroad Company.* December 4, 1908. Refund of \$16.71 on 1 car of baled hay from Ewing, Mo., to Quincy, Ill., on account of excessive rate.

4264. *W. D. Meyer v. Quincy, Omaha & Kansas City Railroad Company.* December 4, 1908. Refund of \$13 on 1 car of baled hay from Tolona, Mo., to Quincy, Ill., on account of excessive rate.

4270. *H. D. Lee Mercantile Company v. Missouri Pacific Company.* January 23, 1909. Refund of \$9.60 on 1 car of cabbages from Willis, Tex., to Salina, Kans., on account of excessive rate.

4272. *Maley & Wertz v. Baltimore & Ohio Southwestern Railroad Company.* February 6, 1909. Refund of \$16.63 on shipment of lumber from Clay City, Ill., to Vincennes, Ind., on account of excessive rate.

4280. *Rowe & Company v. Pennsylvania Railroad Company.* February 5, 1909. Refund of \$43.89 on 1 car of brick from Mays Landing, N. J., to Bryn Mawr, Pa., on account of excessive rate.

4284. *J. C. Blume & Company v. Southern Railway Company.* January 27, 1909. Refund of \$212.20 on 9 cars of watermelons from Blackville, S. C., to Pittsburg, Pa., on account of excessive rate.

4287. *Pickands-Magee Company v. Southern Pacific Company.* September 10, 1909. Refund of \$31.31 on shipment of coke from Leckrone, Pa., to Sunnyvale, Cal., on account of excessive rate.

4288. *Sam Williamson v. Oregon Short Line Railroad Company.* July 7, 1909. Refund of \$95.61 on shipment of oats from Lorenzo, Idaho, to Caliente, Nev., on account of excessive rate.

4290. *Robert G. Kay v. Atlantic Coast Line Railroad Company.* February 6, 1909. Refund of \$4 on 1 car of lumber from Porters Station, Fla., to Philadelphia, Pa., on account of excessive rate.

4291. *Iola Portland Cement Company v. Atchison, Topeka & Santa Fe Railway Company.* December 18, 1908. Refund of \$11.88 on shipment of cement from Iola, Kans., to Cuba, Kans., on account of excessive rate.

4300. *Pabst Brewing Company v. Chicago & Northwestern Railway Company.* July 29, 1909. Refund of \$57.41 on shipments of beer from Milwaukee, Wis., to New Castle, Wyo., on account of excessive rate.

4301. *John T. Wilson v. Durham & Southern Railway Company.* August 14, 1909. Refund of \$7.30 and waives collection of undercharge of \$14.62 on 1 car of coal from Richmond, Va., to Durham, N. C., on account of excessive rate.

4302. *Robertson Paper Company v. Boston & Maine Railroad.* January 27, 1909. Refund of \$42.64 on 10 shipments of wrapping paper from Bellows Falls, Vt., to Holyoke, Mass., on account of excessive rate.

4303. *J. E. Wright Company v. Baltimore & Ohio Railroad Company.* May 26, 1909. Refund of \$37.34 on 1 car of roll scale from Washington, Pa., to Jackson, Ohio, on account of excessive rate.

4305. *Deere & Webber Company v. Chicago Great Western Railway Company.* July 7, 1909. Refund of \$13.62 on 1 car of implements from Ottumwa, Iowa, to Rochester, Minn., on account of excessive rate.

4307. *A. C. Davis & Company v. Chicago, Rock Island & Pacific Railway Company.* December 4, 1909. Refund of \$32.75 on shipment of corn and oats from Powhattan, Kans., to Kansas City, Mo., on account of excessive rate.

4308. *D. T. Abel v. Southern Pacific Company.* June 15, 1909. Refund of \$152.22 on 3 cars of horses from Winnemucca, Nev., to Stockton, Cal., on account of excessive rate.

4311. *R. H. Boggs v. Southern Pacific Company.* August 7, 1909. Refund of \$68.44 on shipment of horses from Winnemucca, Nev., to Stockton, Cal., on account of excessive rate.

4312. *John Horstman Company v. Southern Pacific Company.* February 5, 1909. Refund of \$357.12 on shipment of crude soda from Mirage, Nev., to Redwood, Cal., on account of excessive rate.

4313. *Sonoma Meat Company v. Southern Pacific Company.* April 17, 1909. Refund of \$318.60 on 5 cars of horses and cattle from Lovelock, Nev., to Santa Rosa, Cal., on account of excessive rate.

4314. *Tremont Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* December 10, 1908. Refund of \$8.13 on 1 car of lumber from Stovall, La., to Oak Harbor, Ohio, on account of misrouting.

4316. *Cames & Company v. Southern Pacific Company.* September 21, 1909. Refund of \$1,068.78 on 12 cars of sheep from Lovelock, Nev., to Stockyards, Cal., on account of excessive rate.

4317. *Union Oil Company of California v. Southern Pacific Company.* April 14, 1909. Refund of \$1,111.53 on shipment of crude oil from Norwalk, Cal., to Douglas, Cal., on account of excessive rate.

4318. *Alpha Portland Cement Company v. Pennsylvania Railroad Company.* December 5, 1908. Refund of \$1.28 on shipment of cement from Martins Creek, Pa., to Stockton, N. J., on account of excessive rate.

4319. *J. C. Johnston & Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* January 11, 1909. Refund of \$19.84 on shipment of fuel wood from Haugen, Wis., to Luverne, Minn., on account of excessive rate.

4322. *Southern Bridge Company v. Southern Railway Company.* January 22, 1909. Refund of \$250.80 on 6 cars of stone from Hiawatha, Ala., to Indianola, Miss., on account of excessive rate.

4324. *Railway Supply & Manufacturing Company v. Cincinnati, New Orleans & Texas Pacific Railway Company.* August 16, 1909. Refund of \$208.58 on 4 cars of rails from Brighton, Ohio, to Carrollton, Ala., on account of excessive rate.

4326. *O. W. Ketcham v. Pennsylvania Railroad Company.* December 21, 1908. Refund of \$49.84 on 2 cars of old broken saggars from Camden, N. J., to Crum Lynne, Pa., on account of excessive rate.

4327. *Charles L. Culton v. United States Express Company.* June 21, 1909. Refund of \$6.35 on shipment of box of tobacco from Edgerton, Wis., to New York, N. Y., on account of misrouting.

4328. *Crystal Ice Company v. Southern Railway Company.* December 22, 1908. Refund of \$39 on 1 car of ice from Atlanta, Ga., to Chattanooga, Tenn., on account of excessive rate.

4331. *Nashville Plumbers & Mill Supply Company v. Southern Railway Company.* April 5, 1909. Refund of \$15.30 on 1 car of wrought-iron pipe from Benwood, W. Va., to Nashville, Tenn., on account of misrouting.

4332. *Minnesota Moline Plow Company v. Chicago, Rock Island & Pacific Railway Company.* April 5, 1909. Refund of \$31.05 on shipment of vehicles from Flint, Mich., to Minneapolis, Minn., on account of excessive rate.

4333. *D. I. Bushnell & Company v. Missouri Pacific Railway Company.* May 6, 1909. Refund of \$171.88 on 1 car of cane from Utica, Kans., to St. Louis, Mo., on account of excessive rate.

4334. *American Steel & Wire Company v. Pennsylvania Company.* May 27, 1909. Refund of \$3 on shipment of fence wire from Newburg, Ohio, to Rockford, Ill., on account of misrouting.

4335. *Excelsior Powder Manufacturing Company v. St. Louis & San Francisco Railroad Company.* April 24, 1909. Refund of \$70.19 on 4 cars of nitrate of soda from Locust Point, Md., to Holmes Park, Mo., on account of excessive rate.

4337. *Oermann & Blacbaum v. Pennsylvania Railroad Company.* December 4, 1908. Refund of \$42.48 on 1 car of building sand from Cockeysville, Md., to York, Pa., on account of excessive rate.

4338. *Standard Oil Company v. Southern Pacific Company.* December 9, 1908. Refund of \$416.84 on shipment of crude oil from Oil City, Cal., to Tucson, Ariz., on account of excessive rate.

4340. *The Kern Company (Limited) v. Morgan's Louisiana & Texas Railroad & Steamship Company.* June 26, 1909. Refund of \$277.79 on 15 cars of staves from Port Barre and Beggs, La., to Gretna, La., on account of excessive rate.

4341. *Philip Klein v. Illinois Central Railroad Company.* March 25, 1909. Refund of \$22.33 on 2 cars wooden blocks from Grayville, Ill., to Evansville, Ind., on account of excessive rate.

4343. *Western Sugar Refining Company v. Southern Pacific Company.* December 11, 1908. Refund of \$45.50 on shipment of sugar from San Francisco, Cal., to Reno, Nev., on account of excessive rate.

4344. *Hallack & Howard Lumber Company v. Colorado Springs & Cripple Creek District Railway Company.* December 22, 1908. Refund of \$42.60 on shipment of lumber from Chama, N. Mex., to Victor, Colo., on account of misrouting.

4345. *Dunbar Tie Company v. Illinois Central Railroad Company.* June 28, 1909. Refund of \$14 on shipment of lumber from Bardsville, Ky., to Rock Island, Ill., on account of excessive rate.

4348. *Harvey Seed Company v. Louisville & Nashville Railroad Company.* December 8, 1908. Refund of \$4 on shipment of oyster shells from Biloxi, Miss., to Montgomery, Ala., on account of excessive rate.

4350. *American Sugar Refining Company v. Louisville & Nashville Railroad Company.* December 14, 1908. Refund of \$94.86 on shipment of sugar from New Orleans, La., to Carlisle, Ky., on account of excessive rate.

4351. *The Katy Rice Milling Company v. Missouri, Kansas & Texas Railway Company of Texas.* February 17, 1909. Refund of \$190 on 1 car of rice from Katy, Tex., to Memphis, Tenn., on account of misrouting.

4356. *Mathieson Alkali Works v. Norfolk & Western Railway Company.* April 23, 1909. Refund of \$47.55 on shipment of caustic soda from Saltville, Va., to East Allentown, Pa., on account of excessive rate.

4357. *Phoenix Pottery Company v. Pennsylvania Railroad Company.* February 26, 1909. Refund of \$19.10 on 1 car of clay from Philadelphia, Pa., to Borden-town, N. J., on account of excessive rate.

4358. *Tyler & Simpson Company v. St. Louis & San Francisco Railroad Company.* February 6, 1909. Refund of \$66.10 on shipment of vinegar from Rogers, Ark., to Ardmore, Okla., on account of excessive rate.

4359. *Chicago, Burlington & Quincy Railroad Company v. Illinois Central Railroad Company.* April 3, 1909. Refund of \$135 on shipments during August, 1906, on account of nonabsorption of switching charges.

4363. *International Harvester Company v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company.* April 1, 1909. Refund of \$2.45 on shipment of agricultural implements from Chicago, Ill., to Madisonville, Tenn., on account of misrouting.

4364. *Summit Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* March 23, 1909. Refund of \$50.49 on 1 car of yellow pine from Randolph, La., to Portsmouth, Ohio, on account of misrouting.

4365. *Chicago, Milwaukee & St. Paul Railway Company v. Baltimore & Ohio Southwestern Railroad Company.* March 13, 1909. Refund of \$12 on shipment of canned tomatoes from Charleston, Ind., to Sioux City, Iowa, on account of misrouting.

4367. *Lee Marble Works v. New York, New Haven & Hartford Railroad Company.* December 19, 1908. Refund of \$287.93 on 13 cars of sand from Clinton, Conn., to Lee, Mass., on account of excessive rate.

4370. *W. H. Megee, jr., v. Pennsylvania Railroad Company.* May 7, 1909. Refund of \$19.87 on shipment of manure from North Philadelphia, Pa., to Milton, Del., on account of excessive rate.

4374. *Hanford Produce Company v. Chicago & Northwestern Railway Company.* April 13, 1909. Refund of \$127.20 on 3 shipments of eggs from Sioux City, Iowa, to Chicago, Ill., on account of excessive rate.

4375. *Cenedella Company v. New York, New Haven & Hartford Railroad Company.* March 2, 1909. Refund of \$15.61 on 4 shipments of crushed stone from Rocky Hill, Conn., to Franklin, Mass., on account of excessive rate.

4376. *Summit Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* June 4, 1909. Refund of \$28.16 on 1 car of lumber from Randolph, La., to Cumberland, Ohio, on account of misrouting.

4379. *A. T. Johnson v. Northern Pacific Railway Company.* January 23, 1909. Refund of \$76.77 on 12 shipments of brick from Little Falls, Minn., to Carrington, N. Dak., on account of excessive rate.

4380. *Gardner, Peterson & Company v. Detroit & Mackinac Railway Company.* March 31, 1909. Refund of \$79.53 on 3 cars of wood from Millersburg, Mich., to Chicago, Ill., on account of excessive rate.

4382. *Tuffli Brothers Pig Iron & Coke Company v. Morgan's Louisiana & Texas Railroad & Steamship Company.* April 6, 1909. Refund of \$86.48 on 1 car of pig iron from Dayton, Tenn., to Lake Charles, La., on account of excessive rate.

4384. *R. E. Gardner v. Missouri, Kansas & Texas Railway Company.* June 16, 1909. Refund of \$79.56 on two shipments of vehicles from St. Louis, Mo., to Emporia, Kans., on account of excessive rate.

4386. *Gill & Company (Incorporated) v. Illinois Central Railroad Company.* May 7, 1909. Refund of \$9.60 on shipment of fluorspar from Marion, Ky., to Philadelphia, Pa., on account of misrouting.

4388. *Cherokee Marble & Granite Works v. Southern Railway Company.* January 23, 1909. Refund of \$96.95 on shipment of stone from Atlanta, Ga., to Greensboro, Ala., on account of excessive rate.

4396. *G. Mathes Sons Rag Company v. Illinois Central Railroad Company.* June 18, 1909. Refund of \$2 on 1 car of junk from Greenville, Miss., to St. Louis, Mo., on account of excessive rate.

4397. *W. C. Quicksill v. Pennsylvania Railroad Company.* March 31, 1909. Refund of \$17.60 on 1 car of lime from Blue Bell, Pa., to Hornerstown, N. J., on account of excessive rate.

4400. *Dixie Cotton Company v. Wadley Southern Railway Company.* February 15, 1909. Refund of \$34.44 on 5 cars of cotton from Swainsboro, Ga., to Piedmont and Seneca, S. C., on account of excessive rate.

4402. *V. M. D. Harrington v. Pennsylvania Railroad Company.* February 5, 1909. Refund of \$85.84 on 2 cars of brick from Mays Landing, N. J., to Milford, Pa., on account of excessive rate.

4404. *The King of Arizona Company v. Southern Pacific Company.* February 6, 1909. Refund of \$81.90 on 1 car of hay from Tempe, Ariz., to Mohawk, Ariz., on account of excessive rate.

4405. *James & Graham Wagon Company v. Mobile & Ohio Railroad Company.* February 20, 1909. Refund of \$168.48 on shipment of wagon fellies from Brooksville, Miss., to Memphis, Tenn., on account of excessive rate.

4406. *C. S. Morey Mercantile Company v. Denver & Rio Grande Railroad Company.* February 26, 1909. Refund of \$611.04 on 4 cars of coffee from New Orleans, La., to Denver, Colo., on account of excessive rate.

4407. *Wells-Higman Company v. Chicago, Rock Island & Pacific Railway Company.* June 17, 1909. Refund of \$261.25 on 1 car of grape baskets from St. Joseph, Mich., to Denver, Colo., on account of excessive rate.

4408. *Dakota Malt & Grain Company v. Union Pacific Railroad Company.* December 23, 1908. Refund of \$35.94 on 1 car of malt from Sioux Falls, S. Dak., to Boise, Idaho, on account of excessive rate.

4409. *W. C. Kirk & Company v. Pennsylvania Railroad Company.* February 23, 1909. Refund of \$21.62 on 1 car of cord wood from Risley, N. J., to West Philadelphia, Pa., on account of excessive rate.

4412. *Agent of the Union Pacific Railroad Company v. Chicago, Rock Island & Pacific Railway Company.* July 26, 1909. Refund of \$58.02 on 2 shipments of lumber from St. Louis, Mo., to North Loup, Nebr., on account of misrouting.

4413. *Owensboro Wagon Company v. Chicago, Rock Island & Pacific Railway Company.* April, 1, 1909. Refund of \$24.90 on 1 car of lumber from Griffiths-ville, Ark., to Owensboro, Ky., on account of misrouting.

4414. *C. J. Carter Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* June 19, 1909. Refund of \$56.29 on 1 car of lumber from Griffiths-ville, Ark., to Moberly, Mo., on account of misrouting.

4418. *Central Coal & Coke Company v. Union Pacific Railroad Company.* March 31, 1909. Refund of \$106.65 on 2 cars of coal from Rock Springs, Wyo., to Lincoln, Nebr., on account of excessive rate.

4419. *Dravo Contracting Company v. Pittsburgh & Lake Erie Railroad Company.* March 24, 1909. Refund of \$90 on 3 cars of derricks and boilers from Elizabeth, Pa., to Blacksburg, S. C., on account of misrouting.

4424. *F. J. Kissel Company v. Union Pacific Railroad Company.* June 4, 1909. Refund of \$30 on shipment of rice from Beaumont, Tex., to Ogden, Utah, on account of excessive rate.

4425. *Arizona Sandstone Company v. Atchison, Topeka & Santa Fe Railway Company.* March 31, 1909. Refund of \$519.64 on 2 cars of stone from Flagstaff, Ariz., to San Antonio, Tex., on account of excessive rate.

4426. *Chesapeake & Ohio Coal Agency Company, J. W. Hopkins, General Agent, v. Chesapeake & Ohio Railway Company.* April 29, 1909. Refund of \$66.78 on 11 cars of coal from Wyndal, W. Va., to Spray, N. C., on account of diversion due to blockade.

4429. *Western Lumber & Pole Company v. Oregon Railroad & Navigation Company.* May 6, 1909. Refund of \$383.76 on shipment of poles from Cataldo, Idaho, to Tonopah, Nev., on account of misrouting.

4432. *Manglesdarf Brothers Company v. Atchison, Topeka & Santa Fe Railway Company.* December 28, 1908. Refund of \$54.28 on shipment of onion sets from Atchison, Kans., to Oklahoma City, Okla., on account of excessive rate.

4434. *Forster Brothers v. Munising Railway Company.* March 31, 1909. Refund of \$42.90 on 5 cars of ties from Munising, Mich., to Watertown, Wis., on account of excessive rate.

4436. *A. L. Rudolph v. Pennsylvania Railroad Company.* February 18, 1909. Refund of \$40.65 on 1 car of brick from Mays Landing, N. J., to Wissahickon, Pa., on account of excessive rate.

4439. *Morris & Company v. St. Louis & San Francisco Railroad Company.* March 13, 1909. Refund of \$15 on 3 cars of packing-house products from National Stock Yards, Ill., to points in southeast, on account of excessive rate.

4440. *The E. B. Corrigan Company v. St. Joseph & Grand Island Railway Company.* January 18, 1909. Refund of \$8 on 1 car of coal from Milwaukee, Wis., to Sabetha, Kans., on account of misrouting.

4443. *A. L. Houghton v. St. Louis & San Francisco Railroad Company.* September 30, 1909. Refund of \$26.18 and waives collection of undercharge of \$112.20 on shipment of oak fellies from Douglas, Ark., to Kansas City, Mo., on account of excessive rate.

4444. *William J. Starr v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* April 14, 1909. Refund of \$5.18 on 1 car of fuel wood from Weston, Wis., to Windom, Minn., on account of excessive rate.

4445. *Summit Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* May 20, 1909. Refund of \$14.70 on 1 car of lumber from Randolph, La., to Reading, Pa., on account of misrouting.

4446. *Menzel & Jeffery Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* May 17, 1909. Refund of \$45.82 on shipment of scrap iron from Sioux City, Iowa, to Minneapolis, Minn., on account of excessive rate.

4447. *William Brothers Boiler & Manufacturing Company v. Chicago, Rock Island & Pacific Railway Company.* March 22, 1909. Refund of \$7.60 on shipment of castings from Goshen, Ind., to Minneapolis, Minn., on account of excessive rate.

4448. *American Bridge Company of New York v. Philadelphia & Reading Railway Company.* March 11, 1909. Refund of \$30.40 on 7 cars of iron bars, plates, and castings from Pencoyd, Pa., to Edgemoor, Del., on account of excessive rate.

4449. *Central Pennsylvania Lumber Company v. Philadelphia & Reading Railway Company.* April 17, 1909. Refund of \$412.46 on 65 cars of sawdust from Williamsport, Pa., to Perth Amboy, N. J., on account of excessive rate.

4450. *Wyatt Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* January 6, 1909. Refund of \$36.47 on shipment of lumber from Wyatt, La., to Chanute, Kans., on account of misrouting.

4451. *Helmerts Manufacturing Company v. Atchison, Topeka & Santa Fe Railway Company.* March 31, 1909. Refund of \$211.98 on 19 shipments of iron beds, etc., from Kenosha, Wis., to Kansas City, Mo., on account of excessive rate.

4452. *Helmerts Manufacturing Company v. Atchison, Topeka & Santa Fe Railway Company.* July 28, 1909. Refund of \$5.47 on shipment of chairs from Port Washington, Wis., to Kansas City, Mo., on account of excessive rate.

4453. *Duluth Log Company v. Northern Pacific Railway Company.* August 16, 1909. Refund of \$0.90 on shipment of poles from Durrins Spur, Minn., to Chicago, Ill., on account of excessive rate.

4454. *Copper Queen Consolidated Mining Company v. El Paso & Southwestern System.* September 15, 1909. Refund of \$138.29 on shipment of dried fruit from Fresno, Cal., to Bisbee, Ariz., on account of excessive rate.

4455. *William Gorenflo & Company v. Louisville and Nashville Railroad Company.* May 7, 1909. Refund of \$36.90 on shipment of coke from Ensley, Ala., to Biloxi, Miss., on account of excessive rate.

4456. *Southern Steel Company v. Louisville & Nashville Railroad Company.* July 9, 1909. Refund of \$918.41 on 39 cars of iron ore from Kewanee, Ala., to Birmingham, Ala., destined to Rising Fawn, Ga., on account of excessive rate.

4457. *San Antonio Meat Company v. San Pedro, Los Angeles & Salt Lake Railroad Company.* February 9, 1909. Refund of \$433.36 on 8 shipments of cattle and sheep from Lund, Utah, to Pomona, Cal., on account of excessive rate.

4459. *Naylor & Company v. Philadelphia & Reading Railway Company.* March 11, 1909. Refund of \$808.40 on 82 cars of pyrites cinder from Camden (N. J.) Harbor to Pottstown and Reading, Pa., on account of excessive rate.

4463. *Lewis-Vidger-Loomis Company v. Northern Pacific Railway Company.* January 15, 1909. Refund of \$30 on 1 car of apples from Hamilton, Mont., to Fargo, N. Dak., on account of excessive rate.

4464. *Solomon-Johnson Grocery Company v. Yazoo & Mississippi Valley Railroad Company.* April 12, 1909. Refund of \$1.95 on shipment of sugar from New Orleans, La., to Helena, Ark., on account of misrouting.

4465. *Chehalis Furniture & Manufacturing Company v. Northern Pacific Railway Company.* April 21, 1909. Refund of \$27.56 on shipment of furniture from Chehalis, Wash., to Salt Lake City, Utah, on account of excessive rate.

4466. *P. M. Olsson Company v. Louisville & Nashville Railroad Company.* March 6, 1909. Refund of \$6 on shipment of potatoes from Waupaca, Wis., to Birmingham, Ala., on account of excessive rate.

4467. *Solomon-Wickersham Company v. Gila Valley, Globe & Northern Railway Company.* February 17, 1909. Refund of \$5 on shipment of barley from Fort Thomas, Ariz., to Safford, Ariz., on account of excessive rate.

4471. *Lindsay Brothers v. Chicago, Rock Island & Pacific Railway Company.* November 10, 1909. Refund of \$72.07 on 2 cars of vehicles from Lawrenceburg, Ind., to Minneapolis, Minn., on account of excessive rate.

4472. *Edgar Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* March 18, 1909. Refund of \$2.28 on shipment of lumber from Cornie, Ark., to Two Rivers, Wis., on account of misrouting.

4474. *S. Segari & Company v. Illinois Central Railroad Company.* January 25, 1909. Refund of \$265.73 on 5 cars of tomatoes from East St. Louis, Ill., to New Orleans, La., on account of excessive rate.

4478. *American Cigar Company v. Seaboard Air Line Railway.* June 18, 1909. Refund of \$143.33 on 3 shipments of tobacco from Midway, Fla., to Petersburg, Va., on account of excessive rate.

4479. *Virginia-Carolina Chemical Company v. Atlantic Coast Line Railroad Company.* March 8, 1909. Refund of \$106.25 on 5 cars of fertilizer material from Charleston, S. C., to Gainesville, Fla., on account of excessive rate.

4480. *Duluth Log Company v. Northern Pacific Railway Company.* June 1, 1909. Refund of \$0.80 on shipment of poles from Blueberry, Wis., to New Albin, Iowa, on account of nonallowance for car stakes.

4483. *Minneapolis-Moline Plow Company v. Chicago, Rock Island & Pacific Railway Company.* April 6, 1909. Refund of \$144.63 on 6 cars of vehicles from Flint, Mich., to Minneapolis, Minn., on account of excessive rate.

4484. *Great Northern Implement Company v. Chicago, Rock Island & Pacific Railway Company.* June 19, 1909. Refund of \$64.51 on 2 cars of vehicles from Flint, Mich., and Indianapolis, Ind., to Minneapolis, Minn., on account of excessive rate.

4485. *Deere & Webber Company v. Chicago, Rock Island & Pacific Railway Company.* March 25, 1909. Refund of \$606.59 on 26 cars of vehicles from Flint and Jackson, Mich., to Minneapolis, Minn., on account of excessive rate.

4486. *Lindsay Brothers v. Chicago, Rock Island & Pacific Railway Company.* April 6, 1909. Refund of \$55.88 on 2 cars of vehicles from Pontiac, Mich., to Minneapolis, Minn., on account of excessive rate.

4489. *C. E. Murray v. Nashville, Chattanooga & St. Louis Railway Company.* March 11, 1909. Refund of \$24 on shipment of staves from Bon Aqua, Tenn., to Graysville, Ga., on account of excessive rate.

4490. *W. A. Frost & Company v. Southern Pacific Company.* July 16, 1909. Refund of \$5 on 1 car of prunes from Vasona, Cal., to Chicago, Ill., on account of misrouting.

4491. *Tuthill Spring Company v. Illinois Central Railroad Company.* May 11, 1909. Refund of \$12.45 on shipment of wagon springs from Chicago, Ill., to Monroe, Wis., on account of excessive rate.

4493. *Tuthill Spring Company v. Chicago & Northwestern Railway Company.* September 10, 1909. Refund of \$53.27 on shipments of wagon springs from Chicago, Ill., to Janesville and Fort Atkinson, Wis., on account of excessive rate.

4494. *Carney Coal Company v. Chicago, Burlington & Quincy Railroad Company.* June 14, 1909. Refund of \$574.65 on 17 cars of coal from Alger, Wyo., to Elkhorn, Mont., on account of excessive rate.

4497. *S. C. Schenck v. Chicago, Burlington & Quincy Railroad Company.* September 10, 1909. Refund of \$8.26 and waives collection of undercharge of \$9.90 on 6 cars of coal from Chicago, Ill., to Big Rock and Hinckley, Ill., on account of excessive rate.

4498. *Friedlaender & Oliven Company v. Morgan's Louisiana & Texas Railroad & Steamship Company.* May 26, 1909. Refund of \$44.94 on 3 cars of staves from Leonville, La., to New Orleans, La., on account of excessive rate.

4499. *Metcalf & Parks v. Atchison, Topeka & Santa Fe Railway Company.* April 6, 1909. Refund of \$199.99 on 1 car of honey from Mesilla Park, N. Mex., to Chicago, Ill., on account of excessive rate.

4500. *W. L. Booth v. Atchison, Topeka & Santa Fe Railway Company.* April 6, 1909. Refund of \$589.40 on 10 cars of sheep from Holbrook, Ariz., to Edgerton, Kans., on account of excessive rate.

4501. *Ohmer Fare Register Company v. Yazoo & Mississippi Valley Railroad Company.* January 26, 1909. Refund of \$2.07 on shipment of cash registers from Vicksburg, Miss., to Dayton, Ohio, on account of misrouting.

4502. *Atlas Lumber & Shingle Company v. Chicago, Burlington & Quincy Railroad Company.* March 5, 1909. Waives collection of undercharge of \$62 on 1 car of lumber from Tacoma, Wash., to Alma, Nebr., on account of excessive minimum carload weight.

4503. *American Cigar Company v. Pennsylvania Railroad Company.* April 17, 1909. Refund of \$94.05 on 6 cars of tobacco from New Holland, Mountville, Wrightsville, and Stoner, Pa., to Richmond, Va., on account of excessive rate.

4505. *Purington Paving Brick Company v. Chicago, Burlington & Quincy Railroad Company.* April 14, 1909. Refund of \$24.38 on 7 cars of brick from Galesburg, Ill., to Chippewa Falls, Wis., on account of excessive rate.

4506. *Brittain & Company v. Great Northern Railway Company.* March 5, 1909. Refund of \$13 on shipment of smoked meat from Marshalltown, Iowa, to Seattle, Wash., on account of excessive rate.

4507. *Fairmont Creamery Company v. Chicago & Northwestern Railway Company.* June 1, 1909. Refund of \$13.88 on shipment of household goods from York, Nebr., to Manning, Iowa, on account of excessive rate.

4508. *Gayoso Lumber Company v. Illinois Central Railroad Company.* November 16, 1909. Refund of \$41.99 on 1 car of lumber from Memphis, Tenn., to Chicago, Ill., on account of excessive rate.

4511. *C. B. Rodgers v. Chicago Great Western Railway Company.* July 15, 1909. Refund of \$14 on shipment of emigrant movables from Springfield, Nebr., to Beach, N. Dak., on account of excessive rate.

4522. *Canton Lumber Company v. Northern Central Railway Company.* February 17, 1909. Refund of \$17.04 on 2 cars of lumber from Baltimore, Md., to Bloomsburg, Pa., on account of excessive rate.

4523. *Black Lake Lumber Company v. Illinois Central Railroad Company.* March 19, 1909. Refund of \$7 on shipment of lumber from Makanda, Ill., to Hedrick, Iowa, on account of misrouting.

4524. *Stockbridge Elevator Company v. Ann Arbor Railroad Company.* July 2, 1909. Refund of \$11.20 on shipments of corn from Tontogany, Ohio, to Rosebush and Shepherd, Mich., on account of excessive rate.

4527. *Rhodes-Haverty Furniture Company v. Illinois Central Railroad Company.* May 26, 1909. Refund of \$18 on 1 car of furniture from Chicago, Ill., to Atlanta, Ga., on account of excessive weight charged.

4529. *David Whiting & Sons v. Boston & Maine Railroad.* January 12, 1909. Refund of \$337.87 on 7 cars of ice from Keene, N. H., to Boston, Mass., on account of excessive rate.

4533. *Midland Linseed Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* August 5, 1909. Refund of \$62 on shipment of oil meal from Minneapolis, Minn., to Dunavent, Kans., on account of excessive rate.

4534. *The Albert Dickinson Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* April 9, 1909. Refund of \$248.93 on 3 cars of millet seed from Vermillion, Kans., to Minneapolis, Minn., on account of excessive rate.

4536. *H. B. Messenger v. Pennsylvania Railroad Company.* April 24, 1909. Refund of \$23.66 on 1 car of kindling wood from Federalsburg, Md., to Rosemont, Pa., on account of excessive rate.

4537. *William H. Moon v. Philadelphia & Reading Railway Company.* February 5, 1909. Refund of \$86.26 on 1 car of soil from Yardley, Pa., to Atlantic City, N. J., on account of excessive rate.

4538. *Peery Brothers Milling Company v. Southern Pacific Company.* March 5, 1909. Refund of \$85.96 on shipment of flour and mill stuffs from Ogden, Utah, to Winnemucca, Nev., on account of excessive rate.

4541. *Wilson Produce Company v. Southern Railway Company.* March 6, 1909. Refund of \$418.02 on 11 cars of watermelons from Furman, S. C., to Pittsburg, Pa., on account of excessive rate.

4545. *Piedmont Stone Company v. Atlanta & West Point Railroad Company.* April 6, 1909. Refund of \$67.95 on 2 cars of stone from Atlanta, Ga., to Auburn, Ala., on account of excessive rate.

4547. *Armour & Company v. El Paso & Southwestern System.* June 11, 1909. Refund of \$35.77 on shipment of packing-house products from Fort Worth, Tex., to Douglas, Ariz., on account of excessive rate.

4548. *McCaw Manufacturing Company v. Southern Railway Company*. July 16, 1909. Refund of \$374.01 on 3 cars of cotton-seed oil from Brookhaven, Miss., to Macon, Ga., on account of excessive rate.

4549. *United States Cast Iron Pipe & Foundry Company v. St. Louis & San Francisco Railroad Company*. April 3, 1909. Refund of \$44.20 on shipment of iron pipe from Bessemer, Ala., to Wilburton, Okla., on account of misrouting.

4550. *Lyon Cypress Lumber Company v. Illinois Central Railroad Company*. May 27, 1909. Refund of \$5 on 1 car of lumber from Garyville, La., to Mason City, Ill., on account of misrouting.

4551. *Riddle-Rehbein Manufacturing Company v. Illinois Central Railroad Company*. May 25, 1909. Refund of \$14 on 7 cars of lumber from Natchez, Miss., to St. Louis, Mo., on account of excessive switching charges.

4557. *H. H. Franklin Manufacturing Company v. Louisville & Nashville Railroad Company*. January 27, 1909. Refund of \$37.17 on shipment of 1 automobile from New Orleans, La., to Mobile, Ala., on account of excessive rate.

4558. *Virginia Portland Cement Company v. Chesapeake & Ohio Railway Company*. January 12, 1909. Refund of \$545.92 on shipment of cement from Washington, D. C., to Fordwick, Va., on account of excessive rate.

4560. *West Weber Canning Company v. Southern Pacific Company*. May 15, 1909. Refund of \$17.46 on 2 cars of cans from Cragin, Ill., and 1 car from Maywood, Ill., to West Weber, Utah, on account of excessive rate.

4562. *R. L. Blevins v. Virginia & Southwestern Railway Company*. March 22, 1909. Refund of \$28.63 on shipment of pig lead from Bristol, Va.-Tenn., to Elizabethton, Tenn., on account of excessive rate.

4565. *Cheboygan Paper Company v. Detroit & Mackinac Railway Company*. November 4, 1909. Refund of \$21.62 on 1 car of news printing paper from Cheboygan, Mich., to Sterling, Ill., on account of excessive rate.

4566. *Jules Block & Company v. International & Great Northern Railroad Company*. April 20, 1909. Refund of \$31.50 on 1 car of junk bottles from Houston, Tex., to New Orleans, La., on account of excessive rate.

4569. *Tennessee Cotton Oil Company v. St. Louis & San Francisco Railroad Company*. February 5, 1909. Refund of \$18 on 1 car of cotton seed shipped from Evadale, Ark., to Memphis, Tenn., on account of excessive rate.

4570. *McPhee & McGinnity Company v. Chicago, Rock Island & Pacific Railway Company*. June 28, 1909. Refund of \$30.03 on 1 car of lumber from Camden, Tex., to Denver, Colo., on account of misrouting.

4571. *Crescent Milling Company v. Minneapolis & St. Louis Railroad Company*. August 14, 1909. Refund of \$86.75 on 5 cars of flour from Fairfax, Minn., to stations in South Dakota, on account of excessive rate.

4573. *Holly Matthews Manufacturing Company v. St. Louis & San Francisco Railroad Company*. August 23, 1909. Refund of \$1.92 on car of lumber from Sikeston, Mo., to Humeston, Iowa, on account of misrouting.

4575. *M. O. Coggins Company v. Louisville & Nashville Railroad Company*. May 29, 1909. Refund of \$51.21 on 4 cars of radishes from Greenville, Ala., to Pittsburg, Pa., on account of excessive rate.

4576. *Studebaker Brothers Manufacturing Company v. Denver & Rio Grande Railroad Company*. July 28, 1909. Refund of \$30.32 on 1 car of vehicles from South Bend, Ind., to Embuds, N. Mex., on account of excessive rate.

4580. *Kentucky Midland Coal Company v. Illinois Central Railroad Company*. June 15, 1909. Refund of \$702.17 on 3 cars of coal shipped from Central City, Ky., to Chicago, Ill., on account of excessive rate.

4581. *Nye-Schneider-Fowler Company v. Chicago & Northwestern Railway Company*. July 7, 1909. Refund of \$11.25 on 1 car of brick from Sargents Bluff, Iowa, to Howells, Nebr., on account of excessive rate.

4582. *Gifford-Wood Company v. Boston & Albany Railroad Company*. February 17, 1909. Refund of \$15.50 on 1 car of pig iron from Bellefonte, Pa., to Hudson Upper, N. Y., on account of excessive rate.

4583. *C. A. Woods v. Atchison, Topeka & Santa Fe Railway Company*. March 25, 1909. Refund of \$94.77 on 1 car of apples from Canton, Kans., to Manzanola, Colo., on account of excessive rate.

4584. *W. P. Brown & Sons Lumber Company v. Louisville & Nashville Railroad Company*. May 5, 1909. Refund of \$10.57 on 1 car of lumber from Louisville, Ky., to Montreal, Canada, on account of excessive rate.

4585. *Harrison Machinery Works v. Illinois Central Railroad Company.* November 23, 1909. Waives collection of \$67.74 on 1 car of coke from Appalachia, Va., to Velleville, Ill., on account of excessive rate.

4586. *Iola Portland Cement Company v. Missouri, Kansas & Texas Railway Company.* September 27, 1909. Refund of \$60.42 on 2 cars of cement from Iola, Kans., to Dalhart, Tex., on account of excessive rate.

4587. *J. Bloom v. Wabash Railroad Company.* May 25, 1909. Refund of \$8 on shipment of scrap iron from Gary, Ind., to Chicago, Ill., on account of excessive rate.

4588. *The Kern Company (Limited) v. Morgan's Louisiana & Texas Railroad & Steamship Company.* June 26, 1909. Refund of \$118.95 on 6 cars of claret staves from Port Barre, La., to Gretna and New Orleans, La., for export, on account of excessive rate.

4593. *Horwitz Brothers v. Chicago & Eastern Illinois Railroad Company.* May 11, 1909. Refund of \$81.35 on 6 cars of watermelons from Southeastern Missouri points to Chicago, Ill., on account of excessive rate.

4594. *Ware & Longest v. Mobile, Jackson & Kansas City Railroad Company.* August 14, 1909. Refund of \$106.75 on 1 car of peaches from Algoma, Miss., to St. Louis, Mo., on account of excessive rate.

4596. *The Shafton Company v. Chicago & Eastern Illinois Railroad Company.* June 22, 1909. Refund of \$240.26 on 17 cars of watermelons from Southeastern Missouri points to Chicago, Ill., on account of excessive rate.

4597. *Draper Company v. Boston & Albany Railroad Company.* March 5, 1909. Refund of \$888.36 on 12 cars of crushed stone from Westfield, Mass., to Northville, N. H., on account of excessive rate.

4598. *Sachs, Harris & Company v. Chicago & Eastern Illinois Railroad Company.* April 14, 1909. Refund of \$42.45 on 3 cars of watermelons from Clark-ton, Mo., to Chicago, Ill., on account of excessive rate.

4599. *Western Produce Company v. Chicago & Eastern Illinois Railroad Company.* April 26, 1909. Refund of \$42.40 on 3 cars of watermelons from Malden, Mo., to Chicago, Ill., on account of excessive rate.

4600. *Singer Piano Company v. Chicago & Eastern Illinois Railroad Company.* March 30, 1909. Refund of \$32.48 on 3 shipments of pianos from Steger, Ill., to St. Louis, Mo., on account of excessive rate.

4601. *Obear-Nester Glass Company v. Missouri, Kansas & Texas Railway Company.* February 9, 1909. Refund of \$43.20 on 2 cars of sand from Klondyke, Mo., to Kansas City, Mo., on account of excessive rate.

4602. *B. Burmeister v. Manistee & Northeastern Railroad Company.* September 15, 1909. Refund of \$17.90 on 1 car of potatoes from Manilla, Mich., to Chicago, Ill., on account of excessive rate.

4604. *Simon Freedman Company v. Chicago & Eastern Illinois Railroad Company.* April 3, 1909. Refund of \$40.85 on 3 cars of watermelons from Malden and McGuires, Mo., to Chicago, Ill., on account of excessive rate.

4605. *Ogden Commission Company (Incorporated) v. Southern Pacific Company.* May 27, 1909. Refund of \$98.25 on 3 cars of melons from Clovis, Cal., to Ogden, Utah, on account of excessive rate.

4611. *National Rice Milling Company v. Morgan's Louisiana & Texas Railroad & Steamship Company.* April 15, 1909. Refund of \$97.50 on 1 car of rice from Cypress, Tex., to New Orleans, La., on account of excessive rate.

4612. *San Antonia Meat Company v. San Pedro, Los Angeles & Salt Lake Railroad Company.* April 22, 1909. Refund of \$162 on 3 cars of cattle and sheep from Lund, Utah, to Pomona, Cal., on account of excessive rate.

4620. *Cook Broom Company v. Chicago, Rock Island & Pacific Railway Company.* June 7, 1909. Refund of \$58.40 on shipment of broom corn from Elk City, Okla., to Hot Springs, Ark., on account of excessive rate.

4623. *Mengel Box Company v. Illinois Central Railroad Company.* April 19, 1909. Refund of \$10.36 on 3 cars of lumber from Leland, Miss., to St. Louis, Mo., on account of nonabsorption of switching charges.

4629. *Shasta Water Company v. Southern Pacific Company.* May 28, 1909. Waives collection of \$259.88 on shipment of mineral water from Shasta Springs, Cal., to Portland, Oreg., on account of excessive rate.

4640. *Chicago Fire Brick Company v. Chicago & Eastern Illinois Railroad Company.* March 19, 1909. Refund of \$29.06 on shipment of flue lining from Brook, Ind., to Baraboo, Wis., on account of excessive rate.

4642. *M. A. Moore Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* February 3, 1909. Refund of \$11.25 on shipment of fuel wood from Washburn, Wis., to Le Mars, Iowa, on account of excessive rate.

4643. *Maryland Steel Company v. Philadelphia & Reading Railway Company.* October 7, 1909. Refund of \$46.36 on shipment of firestone from Ardsley, Pa., to Sparrows Point, Md., on account of excessive rate.

4651. *Indiana Match Company v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company.* February 2, 1909. Refund of \$1.21 on shipment of matches from Crawfordsville, Ind., to Decatur, Ala., on account of misrouting.

4654. *Minneapolis & St. Louis Railroad Company v. Illinois Central Railroad Company.* September 13, 1909. Payment of \$41.89 on 2 shipments of brown cotton bagging from Jackson, Tenn., to Minneapolis, Minn., on account of misrouting.

4657. *National Refining Company v. Atchison, Topeka & Santa Fe Railway Company.* May 4, 1909. Refund of \$102.50 on shipment of carbon oil from Coffeyville, Kans., to Memphis, Tenn., on account of excessive rate.

4659. *Henson & Pearson v. Philadelphia & Reading Railway Company.* February 17, 1909. Refund of \$11.24 on 2 cars of lumber from Port Richmond, Pa., to Asbury Park, N. J., on account of excessive rate.

4660. *F. C. Papendick & Company v. St. Louis & San Francisco Railroad Company.* May 17, 1909. Refund of \$94.80 on shipment of live poultry from Everson, Ark., to Chicago, Ill., on account of excessive rate.

4663. *Brown Commission Company v. Colorado & Southern Railway Company.* April 3, 1909. Refund of \$67.80 on shipment of bananas from New Orleans, La., to Colorado Springs, Colo., on account of excessive rate.

4664. *Watson Malone & Sons v. Philadelphia & Reading Railway Company.* February 15, 1909. Refund of \$2.77 on shipment of shingles from Port Richmond, Pa., to Gloucester, N. J., on account of excessive rate.

4666. *Townley Shingle Company v. St. Louis Southwestern Railway Company.* February 5, 1909. Refund of \$67.66 on shipment of broom handles from Townley, Mo., to St. Louis, Mo., on account of excessive rate.

4667. *J. S. Kent Company v. Pennsylvania Railroad Company.* March 31, 1909. Refund of \$24.60 on 2 cars of shingles from Egg Harbor, N. J., to Elizabethtown, Pa., on account of excessive rate.

4668. *E. Ellsworth Smith v. West Jersey & Seashore Railroad Company.* March 22, 1909. Refund of \$19.60 on 1 car of slag grit from Reading, Pa., to Atlantic City, N. J., on account of excessive rate.

4671. *Carl Florine v. Wells Fargo & Company Express and Adams Express Company.* February 8, 1909. Refund of \$2.47 on shipment of blackberries from Wathena, Kans., to Harvard, Nebr., on account of excessive rate.

4677. *Associated Oil Company v. Southern Pacific Company.* August 26, 1909. Refund of \$1,588.66 on 1 car of crude oil from San Francisco, Cal., to Tonopah, Nev., on account of excessive rate.

4681. *George Rupp & Company v. Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company.* Refund of \$18.58 on 2 cars of bulk hog meats from Hamilton, Ohio, to St. Louis, Mo., on account of excessive rate.

4683. *John Galt & Sons (Incorporated) v. Bangor & Portland Railway Company.* April 3, 1909. Refund of \$96.30 on 6 cars of roofing slate from Pen Argyl and Wind Gap, Pa., to New York, N. Y., on account of excessive rate.

4685. *Frick-Reid Supply Company v. Missouri, Kansas & Texas Railway Company.* February 8, 1909. Refund of \$81.06 on 2 shipments of oil-well supplies from Van Buren, Ind., to Bartlesville, Okla., on account of excessive rate.

4686. *Eastman, Gardiner & Company v. Gulf & Ship Island Railroad Company.* August 11, 1909. Refund of \$34.11 on various shipments of yellow-pine lumber from Laurel, Miss., to various points on account of excessive rate.

4688. *The Park Union Lumber Company v. Central Railroad Company of New Jersey.* August 16, 1909. Refund of \$10 on shipment of lumber from Sumrall, Miss., to Dover, N. J., on account of misrouting.

4689. *Kentucky Packing Company v. Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company.* August 20, 1909. Refund of \$20.29 on 3 cars of dressed meat from Louisville, Ky., to Allegheny, Pa., on account of excessive rate.

4690. *Buckeye Iron & Brass Works v. Louisville & Nashville Railroad Company.* March 11, 1909. Refund of \$10.99 on shipment of scrap brass from New Orleans, La., to Dayton, Ohio, on account of excessive rate.

4691. *La Junta Milling & Elevator Company v. Atchison, Topeka & Santa Fe Railway Company.* March 18, 1909. Refund of \$164 on shipment of bran from La Junta, Colo., to Clifton, Ariz., on account of excessive minimum car-load weight.

4693. *McPhee & McGinnity Company v. Chicago, Rock Island & Pacific Railway Company.* May 5, 1909. Refund of \$42.28 on 1 car of lumber from Camden, Tex., to Denver, Colo., on account of misrouting.

4696. *Watson Malone & Sons v. Philadelphia & Reading Railway Company.* February 20, 1909. Refund of \$5.16 on 2 cars of shingles from Philadelphia, Pa., to Bridgeton, N. J., on account of excessive rate.

4699. *Seymour Clark v. Delaware & Hudson Company.* March 17, 1909. Refund of \$367.52 on 16 cars of potatoes from Cadyville, N. Y., to Brooklyn, N. Y., on account of excessive rate.

4700. *Seymour Clark v. Delaware & Hudson Company.* March 31, 1909. Refund of \$110.41 on 14 cars of potatoes from Champlain Division points to Brooklyn, N. Y., on account of excessive rate.

4701. *Bissinger & Company v. Southern Pacific Company.* February 15, 1909. Refund of \$68 on shipment of dry hides from Reno, Nev., to San Francisco, Cal., on account of excessive rate.

4703. *Townley Shingle Company v. St. Louis Southwestern Railway Company.* February 16, 1909. Refund of \$225.34 on shipment of shingles from Townley, Mo., to St. Louis, Mo., on account of excessive rate.

4708. *Charles W. Smith v. Colorado & Southern Railway Company.* March 31, 1909. Refund of \$250.80 on 6 cars of wool from Arthurs, Colo., to East Boston, Mass., on account of excessive rate.

4710. *C. M. Moderwell & Company v. Illinois Central Railroad Company.* June 12, 1909. Refund of \$68.30 on 1 car of coal from Wilderman, Ill., to Burr, Minn., on account of misrouting.

4713. *Albert Miller & Company v. Illinois Central Railroad Company.* April 26, 1909. Refund of \$12.59 on shipment of hay from Chicago, Ill., to Jacksonville, Fla., on account of excessive rate.

4714. *Brooks-Scanlon Company v. Illinois Central Railroad Company.* June 4, 1909. Refund of \$8 on shipment of laths from Kentwood, La., to Valparaiso, Ind., on account of misrouting.

4716. *Sunderland Brothers Company v. Union Pacific Railroad Company.* May 10, 1909. Refund of \$154.76 on 6 cars of coal from Omaha, Nebr., to Buhl, Idaho, on account of excessive rate.

4721. *Southern Cotton Oil Company v. Central of Georgia Railway Company.* May 5, 1909. Refund of \$175.36 on 2 cars of cotton-seed oil from Andalusia, Ala., to New Orleans, La., on account of excessive rate.

4726. *O. O. Mickler v. Atlantic Coast Line Railroad Company.* March 31, 1909. Refund of \$18.15 on shipment of cotton-seed hulls from Columbia, S. C., to Callahan, Fla., on account of excessive rate.

4727. *George B. Higgins v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* May 6, 1909. Refund of \$7.52 on shipment of potatoes from Crystal, Minn., to New Orleans, La., on account of excessive rate.

4728. *American Linseed Company v. Chicago, Burlington & Quincy Railroad Company.* February 15, 1909. Refund of \$28.80 on 2 cars of oil meal from Minnesota Transfer, Minn., to St. Louis, Mo., on account of excessive rate.

4729. *Mankato Cement Works v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* March 30, 1909. Refund of \$12 on shipment of cement from Mankato, Minn., to Duluth, Minn., on account of excessive rate.

4730. *Hauser & Sons Malting Company v. Chicago Great Western Railway Company.* July 7, 1909. Refund of \$134.59 on 7 cars of malt from South St. Paul, Minn., to Kansas City, Mo., on account of excessive rate.

4731. *United States Gypsum Company v. Lehigh Valley Railroad Company.* May 5, 1909. Refund of \$147.19 on 3 cars of gypsum rock from Union Springs, N. Y., to Siegfried, Pa., on account of excessive rate.

4732. *J. B. Malcolm & Company v. Pennsylvania Railroad Company.* March 24, 1909. Refund of \$53.60 on 2 cars of apple waste from Marion, N. Y., to St. Paul, Minn., on account of excessive rate.

4733. *Lesser Goldman Cotton Company v. Southern Railway Company.* July 21, 1909. Refund of \$5.23 on shipment of cotton from Morrelton, Ark., to Fall River, Mass., on account of misrouting.

4734. *M. R. Campbell v. Nashville, Chattanooga & St. Louis Railway.* February 6, 1909. Refund of \$46.09 on shipment of spokes from Madison Cross Roads, Ala., to Tullahoma, Tenn., on account of excessive rate.

4735. *John Dart v. Chesapeake & Ohio Railway Company.* March 27, 1909. Refund of \$85.28 on 1 car of lumber from Dartmont, W. Va., to Rochester, N. Y., on account of misrouting.

4737. *Empire Lumber Company v. Illinois Central Railroad Company.* August 11, 1909. Refund of \$9.75 on 1 car of lumber from Clayton, Miss., to Wayland, N. Y., on account of misrouting.

4738. *Southern Cypress Manufacturers' Association v. Yazoo & Mississippi Valley Railroad Company.* April 9, 1909. Refund of \$5 on shipment of lumber from Garyville, La., to Mason City, Ill., on account of drayage charges caused by misrouting.

4746. *Stroud & Fletcher v. New Orleans & Northeastern Railroad Company.* May 21, 1909. Refund of \$8.88 on 1 car of sugar from New Orleans, La., to Nashville, Tenn., on account of misrouting.

4748. *E. V. Babcock & Company v. Pennsylvania Railroad Company.* March 25, 1909. Refund of \$16.12 on 1 car of lumber from Arrow, Pa., to Paterson, N. J., on account of excessive rate.

4753. *National Ice & Cold Storage Company v. Southern Pacific Company.* May 15, 1909. Refund of \$114.67 on 3 cars of ice from Iceland, Cal., to Perth, Nev., on account of excessive rate.

4754. *Charles W. Boch v. Pennsylvania Railroad Company.* May 3, 1909. Refund of \$12.61 on 1 car of cordwood from Philadelphia, Pa., to Trenton, N. J., on account of excessive rate.

4755. *George A. Thorpe v. Southern Pacific Company.* February 20, 1909. Refund of \$145.70 on 3 cars of lumber from Truckee, Cal., to Austin, Nev., on account of excessive rate.

4759. *Laurel Oil & Fertilizer Company v. Gulf & Ship Island Railroad Company.* April 3, 1909. Refund of \$13.20 on 2 cars of bagging and ties from New Orleans, La., to Laurel, Miss., on account of excessive rate.

4762. *Mendota Coal Company v. Chicago, Burlington & Quincy Railroad Company.* April 8, 1909. Refund of \$34.39 on 3 cars of ice from Fort Madison, Iowa, to Mendota, Mo., on account of excessive rate.

4763. *Kern Company (Limited) v. Morgan's Louisiana & Texas Railroad & Steamship Company.* February 26, 1909. Refund of \$16.50 on car of staves from Port Barre, La., to New Orleans, La., on account of excessive rate.

4764. *J. E. Baker Company v. Pennsylvania Railroad Company.* March 13, 1909. Refund of \$402.59 on 17 cars of stone ballast and rough stone from Bainbridge, Pa., to Odenton, Md., on account of excessive rate.

4766. *Farrel Foundry & Machine Company v. New York, New Haven & Hartford Railroad Company.* March 27, 1909. Refund of \$10.92 on 5 shipments of iron castings from Ansonia, Conn., to South Providence, R. I., on account of excessive rate.

4770. *Halstead Milling & Elevator Company v. Atchison, Topeka & Santa Fe Railway Company.* May 26, 1909. Refund of \$287.28 on 28 cars of flour from Halstead, Kans., to various Arizona points, on account of excessive rate.

4773. *Princeton Milling Company v. Evansville & Terre Haute Railroad Company.* July 7, 1909. Refund of \$305.60 on 18 cars of wheat from Hazelton and Miller, Ind., to Princeton, Ind., milled in transit, on account of excessive rate.

4776. *R. J. Rhodes v. Norfolk & Western Railway Company.* April 6, 1909. Refund of \$5.60 on shipment of chairs from Walkertown, N. C., to Newport News, Va., on account of excessive rate.

4777. *Heitman Lumber Company v. Chicago & Northwestern Railway Company.* July 26, 1909. Refund of \$13 on 2 cars of lath from Virginia, Minn., to Chicago, Ill., on account of excessive rate.

4779. *Home Mill & Grain Company v. Evansville & Terre Haute Railroad Company.* November 10, 1909. Refund of \$561.16 on 21 cars of wheat from various points to Mount Vernon, Ind., milled in transit, on account of excessive rate.

4780. *S. B. Nicholson v. Atchison, Topeka & Sante Fe Railway Company.* May 29, 1909. Refund of \$92.55 on shipment of cotton seed from Perkins, Okla., to Arkansas City, Kans., on account of excessive rate.

4782. *W. W. Cook & Son v. Atchison, Topeka & Santa Fe Railway Company.* February 26, 1909. Refund of \$112.76 on shipment of ditching machine from Caney, Kans., to Holly, Colo., on account of excessive rate.

4783. *Stoop & Green v. Atchison, Topeka & Sante Fe Railway Company.* February 26, 1909. Refund of \$44.73 on shipment of hay from Florence, Kans., to Rocky Ford, Colo., on account of excessive rate.

4788. *Friedlaender & Oliven Company v. Morgan's Louisiana & Texas Railroad & Steamship Company.* August 16, 1909. Refund of \$15.63 on 2 cars of staves from Gold Dust, La., to New Orleans, La., on account of excessive rate.

4789. *Frost-Johnson Lumber Company v. St. Louis Southwestern Railway Company.* March 31, 1909. Refund of \$6.52 on shipment of lumber from Alden Bridge, La., to Beaver Dam, Wis., on account of misrouting.

4790. *United States Sugar & Land Company v. Atchison, Topeka & Santa Fe Railway Company.* July 20, 1909. Refund of \$5,053.89 on 150 cars of coal from Johnson and Colorado Springs, Colo., to Garden City, Kans., on account of excessive rate.

4792. *Ferguson, Klyce & Company v. Northern Express Company.* September 11, 1909. Refund of \$5.25 on shipment of prunes from Pueblo, Colo., to Seattle, Wash., on account of excessive rate.

4794. *The N. K. Fairbanks Company v. Illinois Central Railroad Company.* September 10, 1909. Refund of \$3 on 1 car of salt from Manistee, Mich., to St. Louis, Mo., on account of excessive switching charges.

4797. *Combined Foundry Supply Company v. Erie Railroad Company.* June 28, 1909. Refund of \$17.80 on 1 car of fire clay from Freeman, Pa., to Attica, N. Y., on account of excessive rate.

4801. *The Quaker Oats Company v. Illinois Central Railroad Company.* June 18, 1909. Refund of \$10.36 on 3 cars of oats from Cedar Rapids, Iowa, to Mobile, Ala., on account of misrouting.

4802. *D. W. Alderman & Sons Company v. Atlantic Coast Line Railroad Company.* March 27, 1909. Refund of \$105.75 on 13 cars of lumber from Alcolu, S. C., to Goldsboro, N. C., on account of excessive rate.

4803. *William J. Starr v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* March 5, 1909. Refund of \$7.28 on 1 car of fuel wood from Weston, Wis., to St. James, Minn., on account of excessive rate.

4807. *Edward Wittiver & Brother v. Illinois Central Railroad Company.* March 27, 1909. Refund of \$7.56 on shipment of cheese from Monticello, Wis., to Chicago, Ill., on account of excessive rate.

4809. *Fuller & Johnson Manufacturing Company v. Chicago, Rock Island & Pacific Railway Company.* April 16, 1909. Refund of \$81.89 on 4 cars of vehicles from Flint, Mich., to Minneapolis, Minn., on account of excessive rate.

4810. *George Straut Warehouse & Grain Company v. Southern Pacific Company.* May 4, 1909. Refund of \$116.90 on shipment of hay from Perth, Nev., to Oakland, Cal., later forwarded to Alameda, Cal., on account of excessive rate.

4815. *Horvitz Brothers v. Chicago & Eastern Illinois Railroad Company.* March 20, 1909. Refund of \$14.10 on shipment of watermelons from Campbell, Mo., to Chicago, Ill., on account of excessive rate.

4817. *Richmond Cotton Oil Company v. Nashville, Chattanooga & St. Louis Railway.* June 2, 1909. Refund of \$58.01 on shipment of cotton-seed hulls from Chattanooga, Tenn., to Stilesboro, Ga., on account of excessive rate.

4818. *J. S. Schirmer & Sons v. Southern Railway Company.* July 8, 1909. Refund of \$3.02 on shipments of rice from Charleston, S. C., to Augusta, Ga., on account of excessive rate.

4821. *Ticonderoga Pulp & Paper Company v. New York Central & Hudson River Railroad Company.* June 28, 1909. Refund of \$327 on shipments of bleach from East Boston, Mass., to Ticonderoga, N. Y., on account of excessive rate.

4822. *Penick & Ford v. Galveston, Harrisburg & San Antonio Railway Company.* September 15, 1909. Refund of \$2,807.01 on 29 cars of molasses from Wharton, Tex., to Shreveport, La., on account of excessive rate.

4824. *General Electric Company v. New York Central & Hudson River Railroad Company.* March 20, 1909. Refund of \$249.64 on 5 shipments of machinery from Schenectady, N. Y., to Fall River, Mass., on account of excessive rate.

4825. *The Eclipse Stove Company v. Pennsylvania Company.* September 15, 1909. Refund of \$2.93 on 1 car of stoves from Mansfield, Ohio, to Wausau, Wis., on account of excessive rate.

4827. *Clark & Wilkins v. New York Central & Hudson River Railroad Company.* April 1, 1909. Refund of \$19.41 on 2 cars of cord wood from New Paltz, N. Y., to New York, N. Y., on account of excessive rate.

4828. *Swift & Company v. Texas & Pacific Railway Company.* April 1, 1909. Refund of \$58.48 on shipment of soap from Fort Worth, Tex., to Opelousas, La., on account of excessive rate.

4831. *I. N. Chase v. Boston & Maine Railroad.* March 13, 1909. Refund of \$16.38 on 1 car of lath from Conway, N. H., to Natick, Mass., on account of excessive rate.

4835. *William E. Dee Company v. Chicago & Eastern Illinois Railroad Company.* June 16, 1909. Refund of \$29.75 on 1 carload of sewer-pipe flue lining from Mecca, Ind., to Appleton, Wis., on account of excessive rate.

4838. *H. Stevens Sons Company v. Central of Georgia Railway Company.* April 14, 1909. Refund of \$29.20 on shipment of sewer pipe from Macon, Ga., to Florence, S. C., on account of excessive rate.

4843. *Summit Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* March 12, 1909. Refund of \$18.95 on 1 car of lumber from Randolph, La., to Sioux City, Iowa, on account of misrouting.

4845. *United States Leather Company v. Chicago, Indianapolis & Louisville Railway Company.* April 21, 1909. Refund of \$22.18 on 1 car of hides from Indianapolis, Ind., to Stanley, Wis., on account of excessive rate.

4846. *A. Waller & Company v. Illinois Central Railroad Company.* May 26, 1909. Refund of \$38.76 on shipments of ear corn from Griffin and New Harmony, Ind., to Henderson, Ky., on account of excessive weight.

4850. *Sears, Roebuck & Company v. New York, Chicago & St. Louis Railroad Company.* September 17, 1909. Refund of \$1.50 on shipment of 1 iron sink from Layton Park, Wis., to Solvay, N. Y., on account of misrouting.

4851. *United States Cast Iron Pipe & Foundry Company v. St. Louis & San Francisco Railroad Company.* June 11, 1909. Refund of \$303.32 on 3 shipments of cast-iron pipe from Bessemer, Ala., to Wilburton, Okla., on account of misrouting.

4852. *George W. White v. Chicago, Rock Island & Pacific Railway Company.* June 19, 1909. Refund of \$23.75 on shipment of hay from Perlee, Iowa, to Atlanta, Ga., on account of misrouting.

4853. *Vandyck Churchill Company v. Chesapeake & Ohio Railway Company.* July 20, 1909. Refund of \$12.78 on shipment of 5 cases of machinery from Cincinnati, Ohio, to New York, N. Y., on account of excessive rate.

4854. *Gibson Fruit Company v. Chicago, Rock Island & Pacific Railway Company.* March 17, 1909. Refund of \$341.10 on 5 shipments of peaches from Magazine, Blue Mountain, and Booneville, Ark., to Chicago, Ill., on account of excessive rate.

4855. *H. T. Laidlaw v. Atchison, Topeka & Santa Fe Railway Company.* April 3, 1909. Refund of \$110.36 on shipment of hay from Yates Center, Kans., to La Junta, Colo., on account of excessive rate.

4857. *West Virginia Pulp & Paper Company v. Western Maryland Railroad Company.* June 16, 1909. Refund of \$115.98 on 7 shipments of sulphur from Baltimore, Md., to Covington, Va., on account of excessive rate.

4858. *Upham & Alger v. Yazoo & Mississippi Valley Railroad Company.* June 19, 1909. Refund of \$12.39 on shipment of lumber from Turners, Miss., to Kansas City, Mo., on account of excessive rate.

4859. *Marsh & Bingham Company v. Gulf & Ship Island Railroad Company.* November 16, 1909. Refund of \$7.56 on shipment of lumber from Lyman, Miss., to Chicago, Ill., on account of excessive rate.

4861. *B. Voigt v. Atchison, Topeka & Santa Fe Railway Company.* March 31, 1909. Refund of \$369.22 on 5 cars of flint pebbles from Texas City, Tex., to Independence, Kans., on account of excessive rate.

4862. *B. Voigt v. Atchison, Topeka & Santa Fe Railway Company.* May 6, 1909. Refund of \$135.59 on 2 shipments of flint pebbles from Galveston, Tex., to Independence, Kans., on account of excessive rate.

4863. *Kapowsin Lumber Company v. Northern Pacific Railway Company.* May 28, 1909. Refund of \$36 on shipment of fir lumber from Kapowsin, Wash., to Pullman, Ill., on account of excessive weight.

4864. *The Chazy Marble Lime Company v. New York, New Haven & Hartford Railroad Company.* June 12, 1909. Refund of \$9 on 4 shipments of lime from South Framingham, Mass., to Fall River, Mass., on account of excessive rate.

4867. *Warner Sugar Refining Company v. New York Central & Hudson River Railroad Company.* June 22, 1909. Refund of \$16.16 on 2 cars of sugar from Edgewater, N. J., to Rochester, N. Y., on account of excessive rate.

4868. *Warner Sugar Refining Company v. New York Central & Hudson River Railroad Company.* June 22, 1909. Refund of \$11.17 on 2 cars of sugar from Edgewater, N. J., to Kingston, N. Y., on account of excessive rate.

4870. *Kilpatrick Brothers Company v. Oregon Short Line Railroad Company.* August 2, 1909. Refund of \$853.03 on 9 cars of ice from Picabo, Idaho, to Ontario and Vale, Oreg., on account of excessive rate.

4872. *The Illinois Seed Company v. Illinois Central Railroad Company.* April 21, 1909. Refund of \$6 on 2 shipments of grain from Minneapolis, Minn., to Chicago, Ill., on account of excessive rate.

4874. *C. L. Randall Company v. Pontiac, Oxford & Northern Railroad Company.* August 23, 1909. Refund of \$6.04 on 1 car of potatoes from Cole, Mich., to Findlay, Ohio, on account of excessive rate.

4876. *Nye-Schneider-Fowler Company v. Chicago & Northwestern Railway Company.* June 11, 1909. Refund of \$177.62 on shipment of oats from Lynch, Nebr., to Casper, Wyo., on account of excessive rate.

4877. *Edgar Zinc Company v. International & Great Northern Railroad Company.* May 28, 1909. Refund of \$617.14 on shipments of calamine from Laredo, Tex., to Carondelet, Mo., on account of excessive rate.

4879. *Stoddard, Gilbert & Company v. New York Central & Hudson River Railroad Company.* June 22, 1909. Refund of \$3.35 on 1 car of sugar from Edgewater, N. J., to Westfield, Mass., on account of excessive rate.

4880. *C. H. Young Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* March 31, 1909. Refund of \$11.12 on shipment of stone from Bedford, Ind., to St. Paul, Minn., on account of excessive rate.

4881. *John A. Roebling Sons & Company v. Philadelphia & Reading Railway Company.* May 7, 1909. Refund of \$1.75 on shipment of copper wire from Trenton, N. J., to Neffs, Ohio, on account of misrouting.

4884. *Fremont Milling Company v. Chicago & Northwestern Railway Company.* August 30, 1909. Refund of \$33.60 on 2 cars of flour from Fremont, Nebr., to Gregory and Herrick, S. Dak., on account of excessive rate.

4887. *Pearl River Lumber Company v. Illinois Central Railroad Company.* March 24, 1909. Refund of \$22.91 on 2 cars of lumber from Brookhaven, Miss., to Nashville, Tenn., on account of misrouting.

4889. *Amarillo Gas Company v. Atchison, Topeka & Santa Fe Railway Company.* April 3, 1909. Refund of \$55.79 on 2 cars of oil from Caney, Kans., to Amarillo, Tex., on account of excessive rate.

4895. *Tremont Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* July 23, 1909. Refund of \$6.39 on shipment of lumber from Stovall, La., to Stoy, Ill., on account of misrouting.

4896. *National Coal Company v. Pennsylvania Company.* July 21, 1909. Refund of \$26 on shipment of coal from Little Kate Mine, Ohio, to Toledo, Ohio, on account of misrouting.

4903. *Wilke & Ruge v. Chicago & Eastern Illinois Railroad Company.* April 5, 1909. Refund of \$16.50 on shipment of sand from Lake, Ind., to Beecher, Ill., on account of excessive rate.

4904. *Sunset Fruit Exchange v. Southern Pacific Company.* June 29, 1909. Refund of \$69.12 on shipment of oranges from Orange, Cal., to Natchez, Miss., on account of excessive rate.

4906. *Sparr Fruit Company v. Southern Pacific Company.* March 26, 1909. Refund of \$73.80 on shipment of box stuff from Grants Pass, Oreg., to Nordhoff, Cal., on account of excessive rate.

4911. *Hamilton Flour Mill Company v. Northern Pacific Railway Company.* June 1, 1909. Refund of \$234 on 1 car of flour from Hamilton, Mont., to Tacoma, Wash., on account of excessive rate.

4914. *Manhattan Malting Company v. Northern Pacific Railway Company.* May 5, 1909. Refund of \$500 on 2 cars of malt from Manhattan, Mont., to Bellingham, Wash., on account of excessive rate.

4915. *The Grasselli Chemical Company v. Wisconsin Central Railway Company.* April 14, 1909. Refund of \$381.13 on shipments of zinc ore from Butte, Mont., to Cleveland, Ohio, on account of excessive rate.

4916. *O'Neil Oil and Paint Company v. Chicago, Milwaukee & St. Paul Railway Company.* June 7, 1909. Refund of \$16.80 on shipment of gasoline from Milwaukee, Wis., to Larium, Mich., on account of excessive rate.

4917. *Tom Lyle Grocery Company v. Mobile & Ohio Railroad Company.* October 5, 1909. Refund of \$28.80 on shipment of oranges from Mobile, Ala., to Meridian, Miss., on account of excessive rate.

4918. *Yuba City Milling Company v. Southern Pacific Company.* March 30, 1909. Refund of \$183.30 on two shipments of flour from Yuba City, Cal., to Reno, Nev., on account of excessive rate.

4919. *Mason City Brick & Tile Company v. Iowa Central Railway Company.* June 1, 1909. Refund of \$35.62 on 3 shipments of drain tile from Mason City, Iowa, to New Prague, Minn., on account of excessive rate.

4920. *Dierks Lumber & Coal Company v. Chicago, Rock Island & Pacific Railway Company.* September 29, 1909. Refund of \$31.35 on 1 car of lumber from De Queen, Ark., to Arapaho, Okla., on account of misrouting.

4921. *Northern California Lumber Company v. Southern Pacific Company.* May 4, 1909. Refund of \$233.03 on shipments of lumber from Latham, Oreg., to Hilt, Cal., on account of excessive rate.

4922. *Diamond Crystal Salt Company v. International & Great Northern Railway Company.* November 18, 1909. Refund of \$36.86 on shipment of salt from St. Clair, Mich., to San Antonio, Tex., on account of excessive rate.

4924. *Bayou City Rice Mills Company v. Galveston, Harrisburg & San Antonio Railway Company.* May 22, 1909. Refund of \$15.48 on shipment of rice from Houston, Tex., to Charleston, S. C., on account of excessive rate.

4925. *E. C. Joullian Packing Company v. Morgan's Louisiana & Texas Railroad & Steamship Company.* April 20, 1909. Refund of \$10.98 on 1 car of canned oysters from Violet, La., to Waco, Tex., on account of excessive rate.

4929. *Lewiston Fuel & Transfer Company v. Oregon, Washington & Idaho Railroad Company.* October 18, 1909. Refund of \$53.56 on 9 cars of coal from Rock Springs, Wyo., to Lewiston, Idaho, on account of excessive rate.

4930. *New England Lime Company v. New York Central & Hudson River Railroad Company.* March 27, 1909. Refund of \$13.31 on shipment of coal from Bloom V-24 Colliery, Pa., to East Canaan, Conn., on account of excessive rate.

4933. *Corn Products Refining Company v. Chesapeake & Ohio Railway Company.* August 30, 1909. Waives collection of undercharge of \$890.60 on 20 cars of glucose from Granite City and Waukegan, Ill., to Boston, Mass., and Baltimore, Md., on account of excessive rate.

4935. *Utah Grain & Elevator Company v. San Pedro, Los Angeles & Salt Lake Railroad Company.* May 7, 1909. Refund of \$89.55 on shipment of oats from Idaho Falls, Idaho, to Caliente, Nev., on account of excessive rate.

4936. *Bayless & Berkalew v. Southern Pacific Company.* March 30, 1909. Refund of \$68.44 on shipment of cattle from Willcox, Ariz., to Tucson, Ariz., on account of excessive rate.

4941. *Copper Queen Consolidated Mining Company v. El Paso & Southwestern System.* April 14, 1909. Refund of \$365.31 on shipment of pig iron from Gadsden, Ala., to Douglas, Ariz., on account of excessive rate.

4942. *Copper Queen Consolidated Mining Company v. El Paso & Southwestern System.* April 6, 1909. Refund of \$946.26 on shipment of pig iron from Anniston, Ala., to Douglas, Ariz., on account of excessive rate.

4945. *Wood Mosaic Flooring & Lumber Company v. Louisville & Nashville Railroad Company.* November 20, 1909. Refund of \$467.09 on 40 cars of logs from McLeans Spur, Ky., to Louisville, Ky., on account of excessive rate.

4949. *D. Goldstein v. Chicago, Burlington & Quincy Railroad Company.* April 22, 1909. Refund of \$79.90 on shipment of scrap iron from Cambridge, Nebr., to Denver, Colo., on account of excessive rate.

4950. *Sunderland Brothers Company v. Chicago, Burlington & Quincy Railroad Company.* April 3, 1909. Refund of \$10.64 on 2 cars of cement from Iola, Kans., to Grand Island, Nebr., on account of excessive rate.

4951. *Homer Earl v. Chicago, Burlington & Quincy Railroad Company.* April 24, 1909. Refund of \$2.84 on shipment of silica from Woodruff Kans., to Lincoln, Nebr., on account of excessive rate.

4952. *Sunderland Brothers Company v. Chicago, Burlington & Quincy Railroad Company.* June 21, 1909. Refund of \$5.70 on shipment of cement from Iola, Kans., to Lincoln, Nebr., on account of excessive rate.

4954. *Carver Wagon Company v. Southern Railway Company.* August 14, 1909. Refund of \$28 on 2 shipments of farm wagons from Morristown, Tenn., to Winchester, Tenn., on account of excessive rate.

4955. *Washington Sanitarium Association v. Baltimore & Ohio Railroad Company.* November 16, 1909. Refund of \$53.66 on 6 cars of sand and gravel from Cantee, Md., to Takoma Park, D. C., on account of excessive rate.

4956. *Fidelity Lumber Company v. Idaho & Washington Northern Railroad Company.* June 21, 1909. Refund of \$735.84 on shipments of lumber from Newport, Wash., to various points in Dakota, on account of excessive rate.

4962. *E. T. Durden Sand Company v. Southern Railway Company.* March 31, 1909. Refund of \$114.39 on 3 shipments of sand from Saulsburg, Tenn., to Riverton, Ala., on account of excessive rate.

4964. *G. E. Smith v. Southern Railway Company.* June 2, 1909. Refund of \$18.59 on 1 car of lumber from Andrews, N. C., to Long Island City, N. Y., on account of misrouting.

4966. *R. C. Thompson v. Southern Railway Company.* June 4, 1909. Refund of \$7.50 on 1 car of cotton-seed meal from Charlotte, N. C., to Riverton, Va., on account of excessive rate.

4968. *Reid, Murdock & Company v. Chicago & Northwestern Railway Company.* May 6, 1909. Refund of \$2.94 on shipment of sauer kraut from Chicago, Ill., to Deadwood, S. Dak., on account of excessive rate.

4969. *George Hogan & Company v. Southern Railway Company.* May 28, 1909. Refund of \$416.11 on 5 cars of baled cotton from Norfolk, Va., to Lindale, Ga., on account of excessive rate.

4970. *Central Pennsylvania Lumber Company v. Philadelphia & Reading Railway Company.* March 30, 1909. Refund of \$91.12 on 9 cars of sawdust from Williamsport, Pa., to Sayreville, South River, and Milton Siding, N. J., on account of excessive rate.

4973. *Balfour Pink Granite Company v. Southern Railway Company.* April 12, 1909. Refund of \$109.76 on shipment of stone from Granite Quarry, N. C., to Westerly, R. I., on account of excessive rate.

4975. *T. Edward Clark v. Baltimore & Ohio Railroad Company.* September 13, 1909. Refund of \$15.05 on 1 car of building sand from Hancock, W. Va., to Washington, D. C., on account of excessive rate.

4976. *W. L. Hall v. Baltimore & Ohio Railroad Company.* July 9, 1909. Refund of \$15.30 on shipment of lime from Frederick, Md., to Webster, W. Va., on account of excessive rate.

4977. *Lewis, Hubbard & Company v. Norfolk & Western Railway Company.* April 13, 1909. Refund of \$18 on shipment of canned vegetables from Boones Mill, Va., to South Fayette, W. Va., on account of excessive rate.

4978. *Pennsylvania & Lake Erie Dock Company v. Pennsylvania Company.* September 4, 1909. Refund of \$540.17 on 31 shipments of crushed limestone from Walford, Pa., to Fairport, Ohio, on account of excessive rate.

4979. *Wabash Portland Cement Company v. Wabash Railroad Company.* November 4, 1909. Refund of \$450 on 161 cars of cement from Stroh, Ind., to Detroit, Mich., on account of excessive switching charges.

4980. *Cheek Neal Coffee Company v. Southern Railway Company.* May 22, 1909. Refund of \$9.05 on shipment of coffee from New York, N. Y., to Nashville, Tenn., on account of misrouting.

4981. *Pittsburgh-Hickson Company v. Buffalo, Rochester & Pittsburgh Railway Company.* March 31, 1909. Refund of \$17.52 on 2 shipments of iron beds from Noeline, Pa., to Buffalo, N. Y., on account of excessive rate.

4986. *Charleston, South Carolina, Mining & Manufacturing Company v. Atlantic Coast Line Railroad Company.* April 22, 1909. Refund of \$36.74 on 2 cars of coal from Quinnimont, W. Va., to Ashley Junction, S. C., on account of excessive rate.

4988. *White Oak Coal Company v. Atlantic Coast Line Railroad Company.* May 14, 1909. Refund of \$841.39 on 39 cars of coal from Thurmond, W. Va., to Ashley Junction, S. C., on account of excessive rate.

4989. *Ashland Iron & Steel Company v. Wisconsin Central Railway Company.* April 21, 1909. Refund of \$16.87 on shipment of pig iron from Ashland, Wis., to Elizabethport, N. J., on account of misrouting.

5001. *Lake Arthur Rice Milling Company v. Louisiana Western Railroad Company.* May 26, 1909. Refund of \$72 on 1 car of brewers' rice from Lake Arthur, La., to Kansas City, Mo., on account of excessive rate.

5002. *Albert Dickinson Company v. Wabash Railroad Company.* May 26, 1909. Refund of \$23.07 on 2 cars of timothy seed from Udell, Iowa, to Chicago, Ill., on account of excessive rate.

5005. *J. H. Turner v. Atchison, Topeka & Santa Fe Railway Company.* June 15, 1909. Refund of \$16.18 on 2 shipments of hay from Virgil, Kans., to Manzanola and Las Animas, Colo., on account of excessive rate.

5006. *Northern Iron Company v. Delaware & Hudson Company.* May 7, 1909. Refund of \$15.33 on shipment of castings from Allentown, Pa., to Standish, N. Y., on account of excessive rate.

5013. *American Sheet & Tin Plate Company v. Baltimore & Ohio Railroad Company.* August 14, 1909. Refund of \$5.32 on shipment of galvanized roofing from Bridgeport, Ohio, to New Castle, Pa., on account of excessive rate.

5014. *American Sheet & Tin Plate Company v. Baltimore & Ohio Railroad Company.* August 16, 1909. Refund of \$8.26 on three shipments of iron and steel articles from Canal Dover and New Philadelphia, Ohio, to New Castle, Pa., on account of excessive rate.

5015. *A. E. Kidwell & Company v. Virginia, Tennessee & Georgia Air Line.* October 4, 1909. Refund of \$42.25 on 1 car of canned goods from Baltimore, Md., to Jellico, Tenn., on account of excessive rate.

5017. *P. P. Williams Grain Company v. Chicago, Burlington & Quincy Railroad Company.* April 5, 1909. Refund of \$27.60 on 4 shipments of oats from Leon and Bethany, Iowa, to St. Louis, Mo., and East St. Louis, Ill., on account of excessive rate.

5018. *The B. B. Martin Company v. Baltimore & Ohio Railroad Company.* May 17, 1909. Refund of \$10 on shipment of lumber from Hutton, Md., to Lancaster, Pa., on account of misrouting.

5020. *J. H. Turner v. Atchison, Topeka & Santa Fe Railway Company.* April 6, 1909. Refund of \$45 on shipment of hay from Florence, Kans., to Rocky Ford, Colo., on account of excessive rate.

5022. *Carnegie Steel Company v. Baltimore & Ohio Railroad Company.* October 18, 1909. Refund of \$139.38 on 5 shipments of iron and steel articles from Munhall, Pa., to Warren, Ohio, on account of excessive rate.

5023. *Carnegie Steel Company v. Baltimore & Ohio Railroad Company.* November 13, 1909. Refund of \$10.56 on 2 shipments of iron angles from Allegheny, Pa., to Warren and Girard, Ohio, on account of excessive rate.

5024. *Carnegie Steel Company v. Baltimore & Ohio Railroad Company.* September 15, 1909. Refund of \$13.25 on shipment of steel bars from Cochran, Pa., to Wheeling, W. Va., on account of excessive rate.

5025. *Carnegie Steel Company v. Baltimore & Ohio Railroad Company*. September 15, 1909. Refund of \$83.99 on 5 shipments of iron and steel articles from Munhall, Pa., to Youngstown, Ohio, on account of excessive rate.

5026. *Carnegie Steel Company v. Baltimore & Ohio Railroad Company*. June 18, 1909. Refund of \$5.40 on shipment of bar steel from Youngstown, Ohio, to Allegheny, Pa., on account of excessive rate.

5027. *Carnegie Steel Company v. Baltimore & Ohio Railroad Company*. July 26, 1909. Refund of \$20.10 on 2 shipments of iron and steel articles from Cochran, Pa., to Youngstown, Ohio, on account of excessive rate.

5028. *Carnegie Steel Company v. Baltimore & Ohio Railroad Company*. October 18, 1909. Refund of \$96.70 on 4 shipments of iron and steel articles from Munhall, Pa., to Niles, Ohio, on account of excessive rate.

5029. *Carnegie Steel Company v. Baltimore & Ohio Railroad Company*. August 14, 1909. Refund of \$41.76 on 3 shipments of merchant bars from Cochran, Pa., to Martins Ferry, Ohio, on account of excessive rate.

5030. *Anheuser-Busch Brewing Association v. St. Louis & San Francisco Railroad Company*. May 28, 1909. Refund of \$31 on 2 shipments of empty beer packages from Hot Springs, Ark., to St. Louis, Mo., on account of excessive rate.

5031. *Sentney Wholesale Grocery Company v. Missouri Pacific Railway Company*. March 24, 1909. Refund of \$53.62 on 1 car of canned goods from Columbus, Ky., to Hutchinson, Kans., on account of excessive rate.

5032. *Bunting-Stone Hardware Company v. Baltimore & Ohio Railroad Company*. September 15, 1909. Refund of \$1.75 on shipment of barn-door track and hangers from Baltimore, Md., to Kansas City, Mo., on account of misrouting.

5033. *Woodruff-Kroy Company v. St. Louis, Iron Mountain & Southern Railway Company*. March 24, 1909. Refund of \$13.42 on 1 car of heading from Cary, Mo., to Davenport, Iowa, on account of misrouting.

5034. *Nebraska Bridge Supply & Lumber Company v. Chicago, Rock Island & Pacific Railway Company*. May 20, 1909. Refund of \$48.30 on shipment of lumber from Brinkley, Ark., to Mineral, Kans., on account of misrouting.

5035. *Ogden Milling & Elevator Company v. Southern Pacific Company*. April 5, 1909. Refund of \$46.05 on shipment of flour from Ogden, Utah, to Golconda, Nev., on account of excessive rate.

5036. *Deere & Mansur Company v. Chicago, Rock Island & Pacific Railway Company*. May 4, 1909. Refund of \$21.20 on shipment of agricultural implements from Moline, Ill., to Le Sueur, Minn., on account of misrouting.

5039. *Cudahy Packing Company v. Chicago, Rock Island & Pacific Railway Company*. July 15, 1909. Refund of \$131.09 on 4 cars of fresh meat and packing-house products from South Omaha, Nebr., to Denver and Colorado Springs, Colo., on account of excessive rate.

5040. *New Century Milling Company v. Chicago, Rock Island & Pacific Railway Company*. May 25, 1909. Refund of \$6.13 on shipment of wheat from Guymon, Okla., to Dallas, Tex., on account of excessive rate.

5043. *Central Foundry Company v. Baltimore & Ohio Railroad Company*. August 20, 1909. Refund of \$86.41 on shipment of furnace limestone from Martinsburg, W. Va., to Dundalk, Md., on account of excessive rate.

5045. *Italian Swiss Colony v. Southern Pacific Company*. June 10, 1909. Refund of \$14 on shipment of staves from Winnfield, La., to Asti, Cal., on account of misrouting.

5046. *Carnegie Steel Company v. Baltimore & Ohio Railroad Company*. July 20, 1909. Refund of \$12.32 on shipment of bar steel from Youngstown, Ohio, to Erie, Pa., on account of excessive rate.

5050. *American Grocery Company v. Atchison, Topeka & Santa Fe Railway Company*. April 3, 1909. Refund of \$8.67 on shipment of 16 packages of tea from San Francisco, Cal., to El Paso, Tex., on account of excessive rate.

5053. *Minaker & Welbanks v. Southern Pacific Company*. July 2, 1909. Refund of \$103.17 on 4 cars of tomatoes from Empalme, Mexico, to San Francisco, Cal., on account of excessive rate.

5054. *Walter T. Bradley v. Philadelphia & Reading Railway Company*. May 4, 1909. Refund of \$9.82 on 3 cars of chemical lime from Palmyra, Pa., to Camden, N. J., on account of excessive rate.

5057. *Burdick R. Ells v. Southern Pacific Company.* March 27, 1909. Refund of \$779.27 on 3 cars of crude oil from Los Angeles, Cal., to Kelvin, Ariz., on account of excessive rate.

5058. *Big Lead Mining & Milling Company v. Southern Pacific Company.* April 9, 1909. Refund of \$380.17 on 2 cars of crude oil from Los Angeles, Cal., to Kelvin, Ariz., on account of excessive rate.

5059. *M. L. Shoemaker & Company v. Philadelphia & Reading Railway Company.* April 3, 1909. Refund of \$21.60 on 3 cars of fertilizer from Philadelphia, Pa., to Hammonton, N. J., on account of excessive rate.

5060. *Terminal Ice Company v. Delaware, Lackawanna & Western Railroad Company.* April 12, 1909. Refund of \$72.75 on 3 cars of ice from Hopatcong, N. J., to Brooklyn, N. Y., on account of excessive rate.

5065. *Hauser & Sons Malting Company v. Chicago Great Western Railway Company.* July 13, 1909. Refund of \$32.92 on 2 shipments of malt from South St. Paul, Minn., to Kansas City, Mo., on account of excessive rate.

5066. *Sheridan Stove Manufacturing Company v. Wabash Railroad Company.* June 11, 1909. Refund of \$26.73 on 1 car of stoves from Quincy, Ill., to Clovis, N. Mex., on account of excessive rate.

5067. *Springville Canning Company v. Buffalo & Susquehanna Railway Company.* June 19, 1909. Refund of \$43.20 on shipment of canned vegetables from Springville, N. Y., to Philadelphia, Pa., on account of excessive rate.

5069. *C. C. Emerson & Company v. Chicago Great Western Railway Company.* July 9, 1909. Refund of \$6.16 on shipment of potatoes from St. Paul, Minn., to Grand Island, Nebr., on account of excessive rate.

5070. *William H. Perry Company v. New York, New Haven & Hartford Railroad Company.* October 20, 1909. Refund of \$30.34 on 4 cars of scrap iron from Tremont, Mass., to Ansonia, Conn., on account of excessive rate.

5071. *Dain Manufacturing Company v. Wabash Railroad Company.* October 7, 1909. Refund of \$28.32 on 2 cars of agricultural implements from Ottumwa, Iowa, to Peoria, Ill., on account of excessive rate.

5072. *Townley Shingle Company v. St. Louis Southwestern Railway Company.* June 28, 1909. Refund of \$48.69 on shipment of broom handles from Townley, Mo., to Des Moines, Iowa, on account of excessive rate.

5074. *Paola Refining Company v. St. Louis & San Francisco Railroad Company.* July 23, 1909. Refund of \$25.71 on shipment of refined oil from Paola, Kans., to Minneapolis, Minn., on account of excessive rate.

5075. *Washburn-Crosby Company v. Chicago Great Western Railway Company.* July 9, 1909. Refund of \$8.01 on 1 car of flour from Minneapolis, Minn., to St. Charles, Mo., on account of excessive rate.

5076. *E. S. Albans v. Atchison, Topeka & Santa Fe Railway Company.* April 6, 1909. Refund of \$82.75 on shipment of hay from Virgil, Kans., to La Junta, Colo., on account of excessive rate.

5077. *Underwood & Viles Cold Storage Company v. Chicago, Rock Island & Pacific Railway Company.* November 23, 1909. Refund of \$60.61 on shipment of evaporated apples from Springdale, Ark., to Hutchinson, Kans., on account of excessive rate.

5082. *The Neptune Paint Company v. Red Line Transit Company.* July 8, 1909. Refund of \$7 on 1 car of clay from Tolan, Pa., to Hudson, Mich., on account of misrouting.

5083. *Southern Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* April 20, 1909. Refund of \$66.19 on 1 car of lumber from Warren, Ark., to Sioux City, Iowa, on account of misrouting.

5087. *John Zutt v. St. Louis & San Francisco Railroad Company.* September 7, 1909. Refund of \$27.44 on shipment of lumber from Texarkana, Ark., to Evansville, Ind., on account of misrouting.

5089. *Mitchell-Powers Hardware Company v. Virginia & Southwestern Railway Company.* June 1, 1909. Refund of \$3.90 on shipment of dynamite from Bristol, Va.-Tenn., to Johnson City, Tenn., on account of excessive rate.

5091. *Rumsey & Company v. Wisconsin Central Railway Company.* May 4, 1909. Refund of \$11.28 on 1 car of flaxseed from Manitowoc, Wis., to Chicago, Ill., on account of excessive rate.

5098. *Wichita Mill & Elevator Company v. Fort Worth & Denver City Railway Company.* May 29, 1909. Refund of \$668.97 on 3 cars of oats from Richfield and Salina, Utah, to Wichita Falls, Tex., on account of excessive rate.

5104. *Springfield Paving Brick Company v. Illinois Central Railroad Company.* April 12, 1909. Refund of \$7.50 on 3 shipments of brick from Springfield, Ill., to Monroe, Wis., on account of nonabsorption of switching charges.

5108. *U. M. Slater (Incorporated) v. Southern Pacific Company.* June 9, 1909. Refund of \$157.50 on 3 cars of hay from Sparks, Nev., to Stockyards, Cal., on account of excessive rate.

5116. *Booth-Kelly Lumber Company v. Southern Pacific Company.* July 2, 1909. Refund of \$41.51 on shipment of lumber from Wendling, Oreg., to De Kalb, Ill., on account of excessive minimum carload weight.

5119. *Wheeler-Holden Company v. Louisville & Nashville Railroad Company.* March 29, 1909. Refund of \$90.90 on 3 cars of cross-ties from Myers, Ky., to Buffalo, N. Y., on account of excessive rate.

5128. *Butler Brothers v. Central Railroad Company of New Jersey.* April 30, 1909. Refund of \$8 on shipment of lamp chimneys from North Vernon, Ind., to Jersey City, N. J., on account of misrouting.

5129. *H. Altman v. Union Pacific Railroad Company.* May 27, 1909. Refund of \$320 on 6 cars of oats from Schuyler and Fremont, Nebr., to Dale Creek, Wyo., on account of excessive rate.

5130. *Crucible Steel Company of America v. Central Railroad Company of New Jersey.* May 5, 1909. Refund of \$1.50 on shipment of bundles of steel from Jersey City, N. J., to Ithaca, N. Y., on account of misrouting.

5134. *Henry Wilhelm v. Delaware & Hudson Company.* April 7, 1909. Refund of \$2 on 1 car of excelsior from North Creek, N. Y., to Wilkes-Barre, Pa., on account of excessive rate.

5139. *American Hide & Leather Company v. Grand Trunk Railway System.* May 20, 1909. Refund of \$191.97 on 3 cars of green hides from London, Ontario, to Ballston, N. Y., on account of excessive rate.

5140. *J. M. Morrow v. Baltimore & Ohio Southwestern Railroad Company.* June 1, 1909. Refund of \$90.64 on 11 cars of cinders from Louisville, Ky., to Charlestown, Ind., on account of excessive rate.

5141. *A. W. Hesson & Company v. Southern Pacific Company.* April 16, 1909. Refund of \$126.36 on shipment of lime from New Castle, Cal., to Elko, Nev., on account of excessive rate.

5147. *J. H. Turner v. Atchison, Topeka & Santa Fe Railway Company.* April 1, 1909. Refund of \$8.85 on shipment of hay from Virgil, Kans., to Rocky Ford, Colo., on account of excessive rate.

5148. *Missouri Pacific Railway Company v. Illinois Central Railroad Company.* May 11, 1909. Refund of \$4.33 on shipment of lumber from Memphis, Tenn., to St. Louis, Mo., on account of nonabsorption of switching charges.

5149. *Sears, Roebuck & Company v. Illinois Central Railroad Company.* July 26, 1909. Refund of \$2.11 on shipment of porch posts from Memphis, Tenn., to Pensacola, Fla., on account of misrouting.

5150. *Dealers Fuel Company v. Nashville, Chattanooga & St. Louis Railway.* April 6, 1909. Refund of \$188.77 on 7 cars of coke from Chattanooga, Tenn., to Nashville, Tenn., on account of excessive rate.

5151. *Gebhardt Chili Powder Company v. Illinois Central Railroad Company.* April 6, 1909. Refund of \$28.28 on 1 car of chili peppers from New Orleans, La., to St. Louis, Mo., on account of excessive rate.

5155. *Livingston Brothers v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* June 7, 1909. Refund of \$51.37 on 2 cars of scrap iron from Sioux Falls, S. Dak., to Minneapolis, Minn., on account of excessive rate.

5157. *Theodore Hamm Brewing Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* April 9, 1909. Refund of \$60.23 on 4 cars of grain from St. Paul, Minn., to Sioux City, Iowa, on account of excessive rate.

5158. *Lesser-Goldman Cotton Company v. St. Louis, Iron Mountain & Southern Railway Company.* August 14, 1909. Refund of \$25.91 on 1 car of cotton from Monticello, Ark., to East St. Louis, Ill., on account of excessive rate.

5160. *H. B. Hooker & Son v. New York, New Haven & Hartford Railroad Company.* April 20, 1909. Refund of \$7 on shipment of stone from Portland, Conn., to Rochester, N. Y., on account of misrouting.

5163. *J. L. Philips & Company v. Atlanta, Birmingham & Atlantic Railroad Company.* August 2, 1909. Refund of \$69.71 on 1 car of lumber from Cherokee, Ga., to Ozark, Ala., on account of excessive rate.

5164. *Lamborn Brothers v. Atchison, Topeka & Santa Fe Railway Company.* May 22, 1909. Refund of \$73.46 on shipment of hay from Yates Center, Kans., to Lamar, Colo., on account of excessive rate.

5165. *Morehead Cotton Mills Company v. Southern Railway Company.* Refund of \$18 on 11 shipments of cotton yarn from Spray, N. C., to Darlington, R. I., on account of excessive rate.

5168. *Simpsonville Cotton Mills v. Charleston & Western Carolina Railway Company.* August 26, 1909. Refund of \$750.84 on 24 cars of cotton-mill machinery from New England points to Simpsonville, S. C., on account of excessive rate.

5171. *Upham & Alger v. Yazoo & Mississippi Valley Railroad Company.* July 19, 1909. Refund of \$9.45 on shipment of lumber from Turners Flat, Miss., to Cedar Rapids, Iowa, on account of excessive rate.

5172. *Marion Curry v. Georgia Southern & Florida Railway Company.* November 18, 1909. Refund of \$49.05 on shipment of feed from Valdosta, Ga., to Madison, Fla., on account of excessive rate.

5173. *George Ehrat & Company v. Illinois Central Railroad Company.* March 19, 1909. Refund of \$27.78 on shipment of cheese from Blanchardville, Wis., to Chicago, Ill., on account of excessive rate.

5182. *Gulf Lumber Company v. Gulf, Colorado & Santa Fe Railway Company.* May 29, 1909. Refund of \$38.87 on shipment of sash and doors from St. Louis, Mo., to Cravens, La., on account of excessive rate.

5183. *Gulf Lumber Company v. Gulf, Colorado & Santa Fe Railway Company.* September 29, 1909. Refund of \$470.61 on 10 cars of machinery from Wausau, Wis., to Cravens, La., on account of excessive rate.

5184. *Gulf Lumber Company v. Gulf, Colorado & Santa Fe Railway Company.* August 6, 1909. Refund of \$52.97 and waives collection of undercharge of \$50.84 on shipment of machinery from Minneapolis Minn., to Cravens, La., on account of excessive rate.

5185. *Gulf Lumber Company v. Gulf, Colorado & Santa Fe Railway Company.* July 15, 1909. Refund of \$94.90 on 2 shipments of machinery from Eau Claire, Wis., to Cravens, La., on account of excessive rate.

5186. *Gulf Lumber Company v. Gulf, Colorado & Santa Fe Railway Company.* August 30, 1909. Refund of \$236.55 on 5 shipments of engines and boilers from Burlington, Iowa, to Cravens, La., on account of excessive rate.

5188. *Gulf Lumber Company v. Gulf, Colorado & Santa Fe Railway Company.* July 15, 1909. Refund of \$150.57 on 2 shipments of machinery from Saginaw, Mich., to Cravens, La., on account of excessive rate.

5189. *Gulf Lumber Company v. Gulf, Colorado & Santa Fe Railway Company.* August 30, 1909. Refund of \$320.43 on 8 shipments of engines and boilers from Burlington, Iowa, to Cravens, La., on account of excessive rate.

5190. *W. T. Bradley v. Philadelphia & Reading Railway Company.* June 4, 1909. Refund of \$114.64 on 39 cars of chemical lime from Palmyra and Swatara, Pa., to Newark, N. J., on account of excessive rate.

5192. *Atlantic Wire Company v. New York, New Haven & Hartford Railroad Company.* October 18, 1909. Refund of \$59.96 on 2 cars of wire rods from Struthers, Ohio, to Branford, Conn., on account of excessive rate.

5193. *Bangor Granite Company v. Boston & Maine Railroad.* April 3, 1909. Refund of \$85.17 on shipment of granite from Milford, N. H., to Bangor, Me., on account of excessive rate.

5195. *United States Leather Company v. Chicago, Rock Island & Pacific Railway Company.* March 31, 1909. Refund of \$46.11 on 10 cars of hides from North Fort Worth, Tex., to Marlinton, W. Va., on account of excessive rate.

5200. *Seattle Brewing & Malting Company v. Alaska Pacific Steamship Company.* July 28, 1909. Refund of \$101.34 on shipment of beer from Seattle, Wash., to Reno, Nev., on account of excessive rate.

5202. *Nye-Schneider-Fowler Company and D. W. Hotchkiss & Johnson v. Union Pacific Railroad Company.* June 8, 1909. Refund of \$39.90 on 4 cars of cement from Hannibal, Mo., to Fremont, Nebr., on account of excessive rate.

5210. *New River Tanning Company v. Virginian Railway Company.* August 11, 1909. Refund of \$143.64 on shipments of tan bark from various points to Pearisburg, Va., on account of excessive rate.

5211. *Kauffman, Davidson & Company v. San Pedro, Los Angeles & Salt Lake Railroad Company.* April 15, 1909. Refund of \$91.40 on shipment of hides, etc., from Eureka, Utah, to Los Angeles, Cal., on account of excessive rate.

5213. *E. M. Barton v. Oregon Railroad & Navigation Company.* June 7, 1909. Refund of \$120 on shipment of beer from Seattle, Wash., to Weiser, Idaho, on account of excessive rate.

5214. *R. J. Reynolds Tobacco Company v. Virginian Railway Company.* May 10, 1909. Refund of \$87.41 on 9 shipments of tobacco from Kenbridge, Va., to Winston-Salem, N. C., on account of excessive rate.

5215. *Columbia Plow Works v. New York Central & Hudson River Railroad Company.* June 7, 1909. Refund of \$6.39 on 1 car of scrap iron from Pittsfield, Mass., to Copake Iron Works, N. Y., on account of excessive rate.

5216. *The R. J. Reynolds Tobacco Company v. Virginian Railway Company.* August 27, 1909. Refund of \$14.84 on shipment of tobacco from Kenbridge, Va., to Winston-Salem, N. C., on account of excessive rate.

5217. *Iler & Company v. Chicago, Burlington & Quincy Railroad Company.* April 20, 1909. Refund of \$9.18 on shipment of empty whisky barrels from Kansas City, Mo., to Omaha, Nebr., on account of excessive rate.

5219. *American Linseed Company v. Chicago, Burlington & Quincy Railroad Company.* April 6, 1909. Refund of \$9.30 on shipment of linseed meal from Minnesota Transfer, Minn., to St. Louis, Mo., on account of excessive rate.

5220. *Myles Salt Company v. Morgan's Louisiana & Texas Railroad & Steamship Company.* April 15, 1909. Refund of \$78.20 on 3 cars of salt from Weeks Island, La., to Memphis, Tenn., on account of excessive rate.

5221. *J. S. Schofield's Sons & Company v. Central of Georgia Railway Company.* June 2, 1909. Refund of \$8.82 on shipment of machinery from Macon, Ga., to Tallahassee, Fla., on account of excessive rate.

5222. *The Nicola, Stone & Myers Company v. Illinois Central Railroad Company.* May 26, 1909. Refund of \$8.40 on shipment of lumber from Laurel, Miss., to Oil City, Pa., on account of excessive rate.

5224. *Smartt Stave Company v. Nashville, Chattanooga & St. Louis Railway.* April 26, 1909. Refund of \$35.37 on 2 shipments of staves from Smartt, Tenn., to Cartersville, Ga., on account of excessive rate.

5228. *Italian-Swiss Colony v. Southern Pacific Company.* June 17, 1909. Refund of \$78.55 on 2 cars of iron from Sharon, Pa., to Asti, Cal., on account of misrouting.

5229. *S. Mandel Junk Company v. Atchison, Topeka & Santa Fe Railway Company.* June 15, 1909. Refund of \$141.43 and waives collection of undercharge of \$27.43 on shipment of scrap iron from Cerrillos, N. Mex., to Colorado Springs, Colo., on account of excessive rate.

5230. *Penick & Ford v. Galveston, Harrisburg & San Antonio Railway Company.* June 5, 1909. Refund of \$116 on 2 cars of molasses from Sugar Valley, Tex., to Shreveport, La., on account of excessive rate.

5232. *C. W. Hull Company v. Union Pacific Railroad Company.* June 15, 1909. Refund of \$8.27 on shipment of coal from Sesser, Ill., to Blue Rapids, Kans., on account of excessive rate.

5234. *Lowthian Brothers v. Southern Pacific Company.* July 30, 1909. Refund of \$280.80 on 3 cars of beer from Los Angeles, Cal., to Globe, Ariz., on account of excessive rate.

5236. *The Quaker Oats Company v. Illinois Central Railroad Company.* July 7, 1909. Refund of \$12.25 on 1 car of feed from Cedar Rapids, Iowa, to Mobile, Ala., on account of misrouting.

5246. *Sun Company v. Indianapolis Southern Railroad Company.* June 12, 1909. Refund of \$278.74 on 7 cars of crude oil from Stay, Ill., to Grant Park, Ill., on account of excessive rate.

5247. *Ottumwa Box Car Loader Company v. Chicago, Rock Island & Pacific Railway Company.* June 11, 1909. Refund of \$35.72 on shipment of bridge iron from Ottumwa, Iowa, to Mobile, Ala., on account of misrouting.

5248. *N. T. Ritch, jr., v. Atlantic Coast Line Railroad Company.* May 4, 1909. Refund of \$263.91 on 1 car of strawberries from Raiford, Fla., to New York, N. Y., on account of excessive rate.

5249. *W. T. Ferguson Lumber Company v. Louisiana & Arkansas Railway Company.* November 16, 1909. Refund of \$11.62 on shipment of lumber from Coyle, La., to Ripon, Wis., on account of excessive rate.

5254. *Frank Simpson Fruit Company v. Southern Pacific Company.* April 13, 1909. Refund of \$122.66 on shipment of potatoes from Clark, Nev., to Los Angeles, Cal., on account of excessive rate.

5257. *Fruit Growers Express v. Southern Pacific Company.* May 22, 1909. Waives collection of undercharge of \$3,598.52 on 16 cars of ice from Phoenix, Ariz., to Yuma, Ariz., on account of excessive rate.

5260. *C. J. Carter Lumber Company v. Chicago, Burlington & Quincy Railroad Company.* April 20, 1909. Refund of \$29.43 on shipment of lumber from Carter, Ark., to Hillsboro, Iowa, on account of confusion of names of stations.

5263. *S. Locke Breaux v. Morgan's Louisiana & Texas Railroad & Steamship Company.* May 26, 1909. Refund of \$13.82 on 1 car of rice from Port Arthur, Tex., to New Orleans, La., on account of excessive rate.

5264. *Southern Cotton Oil Company v. Morgan's Louisiana & Texas Railroad & Steamship Company.* May 6, 1909. Refund of \$534.86 on 2 cars of cotton-seed oil from Granger, Tex., to Gretna, La., on account of excessive rate.

5265. *National Tube Company v. Atchison, Topeka & Santa Fe Railway Company.* June 17, 1909. Refund of \$69.48 on shipment of wrought-iron pipe from Pittsburg, Pa., to La Junta, Colo., on account of excessive rate.

5266. *H. B. Waite Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* July 30, 1909. Refund of \$36.39 on 1 car of shingles from Ballard, Wash., to Pawnee, Ill., on account of misrouting.

5269. *Oliver Iron Mining Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* June 21, 1909. Waives collection of undercharge of \$249.81 on shipment of steam shovels from Marion, Ohio, to Duluth, Minn., on account of excessive rate.

5270. *Union Sugar Company v. Southern Pacific Company.* May 26, 1909. Refund of \$24.18 on shipment of sugar from Betteravia, Cal., to Wichita, Kans., on account of excessive rate.

5271. *Crescent Cotton Oil Company v. Fort Smith & Western Railroad Company.* September 29, 1909. Refund of \$54 on shipment of cotton seed from Okemah, Okla., to Memphis, Tenn., on account of excessive rate.

5275. *Lewis McNutt v. Central Indiana Railway Company.* June 15, 1909. Refund of \$21.07 on 1 car of sewer pipe from Brazil, Ind., to Rock Falls, Ill., on account of excessive rate.

5282. *Pierce Milling Company v. Chicago & Northwestern Railway Company.* July 2, 1909. Refund of \$144.54 on 1 car of flour, etc., from Pierce, Nebr., to Arapahoe, Wyo., on account of excessive rate.

5283. *Gulfport Creosoting Company v. San Antonio & Aransas Pass Railway Company.* September 24, 1909. Refund of \$618.92 on shipments of piles from New Orleans, La., to Aransas Pass, Tex., on account of excessive rate.

5287. *U. M. Slater (Incorporated) v. Southern Pacific Company.* October 4, 1909. Refund of \$445.35 on 7 cars of hay from Reno and Anderson, Nev., to Stockyards, Cal., on account of excessive rate.

5288. *S. & S. Bottling Company v. Southern Pacific Company.* July 30, 1909. Refund of \$264.60 on 3 cars of beer from Los Angeles, Cal., to Clifton, Ariz., on account of excessive rate.

5289. *Northern Pacific Railway Company v. Oregon Railroad & Navigation Company.* July 9, 1909. Refund of \$1,900.95 on 14 cars of coal from Roslyn, Wash., to Wallace, Idaho, on account of excessive rate.

5304. *Horvitz Brothers v. Chicago & Eastern Illinois Railroad Company.* July 7, 1909. Refund of \$14.75 on shipment of watermelons from Providence, Mo., to Chicago, Ill., on account of excessive rate.

5306. *American Linseed Company v. Union Pacific Railroad Company.* May 29, 1909. Refund of \$17.20 on 1 car of linseed oil from Sioux City, Iowa, to Denver, Colo., on account of excessive rate.

5310. *Akin-Erskine Milling Company v. Evansville & Terre Haute Railroad Company.* July 26, 1909. Refund of \$455.69 on 28 cars of wheat from various stations to Evansville, Ind., on account of excessive rate.

5312. *The Mogg Coal Company v. Chicago & Eastern Illinois Railroad Company.* April 22, 1909. Refund of \$28.87 on shipment of coke from Evansville, Ind., to Chicago, Ill., on account of excessive rate.

5315. *Kavanagh & Lapidus v. Chicago & Eastern Illinois Railroad Company.* April 20, 1909. Refund of \$42.35 on 3 cars of watermelons from Clarkton, Mo., to Chicago, Ill., on account of excessive rate.

5316. *Jos. Wild & Company v. Southern Pacific Company.* May 26, 1909. Refund of \$2.78 on shipment of matting from Hongkong, China, to Meridian, Miss., on account of misrouting.

5317. *T. D. Randall & Company v. Chicago & Eastern Illinois Railroad Company.* May 21, 1909. Refund of \$53.52 on 4 cars of watermelons from Clarkton, Providence, and Page, Mo., to Chicago, Ill., on account of excessive rate.

5318. *Marden, Orth & Hastings v. Norfolk & Western Railway Company.* April 7, 1909. Refund of \$64.80 on shipment of bark extract from Boston, Mass., to Elkton, Va., on account of excessive rate.

5321. *Col. Hall Railroad Shows v. Chicago & Eastern Illinois Railroad Company.* April 10, 1909. Waives collection of charges in excess of \$300 on 2 cars of show outfit from Kiefer, Okla., to Chicago, Ill., on account of error in publishing tariff.

5323. *Ball Brothers' Glass Manufacturing Company v. Central Indiana Railway Company.* June 11, 1909. Refund of \$1.44 on 1 car of fruit jars from Muncie, Ind., to Milwaukee, Wis., on account of excessive rate.

5335. *Universal Portland Cement Company v. Wabash-Pittsburg Terminal Railway Company.* July 29, 1909. Refund of \$5.70 on 2 cars of cement from Universal, Pa., to Toledo, Ohio, on account of excessive rate.

5339. *Old Oregon Lumber Company v. Illinois Central Railroad Company.* August 18, 1909. Refund of \$5.82 on shipment of shingles from Anacortes, Wash., to Sullivan, Ind., on account of misrouting.

5340. *Anti-Trust Oil Company v. Denver & Rio Grande Railroad Company.* June 11, 1909. Refund of \$8.58 on shipment of oil from Niotaze, Kans., to Denver, Colo., on account of excessive rate.

5341. *Daggett Grain Company v. Missouri, Kansas & Texas Railway Company.* August 30, 1909. Refund of \$23.50 on shipment of ear corn from Okemah, Okla., to Lone Oak, Tex., on account of excessive rate.

5343. *J. I. Lamb Company v. Chicago, Burlington & Quincy Railroad Company.* November 16, 1909. Refund of \$2.42 on 1 car of grapes from Silver Creek, N. Y., to La Crosse, Wis., on account of excessive rate.

5344. *Madison Coal Corporation v. Illinois Central Railroad Company.* May 8, 1909. Refund of \$129.07 on 2 cars of coal from Carterville, Ill., to Rowley and Ottoson, Iowa, on account of misrouting.

5345. *Jewett Brothers v. Great Northern Railway Company.* June 22, 1909. Refund of \$16.32 on shipment of canned goods from Superior Dock, Wis., to Aberdeen, S. Dak., on account of excessive rate.

5348. *George W. Tunsberg v. Illinois Central Railroad Company.* June 12, 1909. Refund of \$31.50 on shipment of box material from Greenfield, Tenn., to Summerdale, Ala., on account of misrouting.

5349. *Talge Mahogany Company v. Illinois Central Railway Company.* April 21, 1909. Refund of \$27.20 on 34 cars of mahogany logs from New Orleans, La., to Indianapolis, Ind., on account of nonallowance for standards and strips.

5352. *Greenville Mill & Elevator Company v. Missouri, Kansas & Texas Railway Company.* November 16, 1909. Refund of \$12.90 on shipment of flour, etc., from Greenville, Tex., to Point, Tex., on account of excessive rate.

5353. *Beebe & Runyan Furniture Company v. Chicago & Northwestern Railway Company.* April 28, 1909. Refund of \$222.20 on 23 shipments of chairs, beds, and couches from Kenosha, Appleton, and Sheboygan, Wis., to Omaha, Nebr., on account of excessive rate.

5356. *Advance Elevator Warehouse Company v. St. Louis, Iron Mountain & Southern Railway Company.* August 16, 1909. Refund of \$65.54 on 41 cars of grain from Bixby, Ill., to various points, on account of nonallowance for grain doors.

5361. *Roger Elevator Company v. Missouri Pacific Railway Company.* September 7, 1909. Refund of \$11.20 on 7 cars of grain from St. Louis, Mo., to various points, on account of nonallowance for grain doors.

5362. *Southern Elevator Company v. St. Louis, Iron Mountain & Southern Railway Company.* October 27, 1909. Refund of \$38.90 on 25 cars of grain from Bixby, Ill., to various points, on account of nonallowance for grain doors.

5365. *Lyon Brothers Company v. Erie Railroad Company.* June 8, 1909. Refund of \$458.43 on 38 cars of cantaloupes from New Mexico to New York, N. Y., on account of excessive rate.

5367. *Terminal Elevator Company v. St. Louis, Iron Mountain & Southern Railway Company.* August 16, 1909. Refund of \$44.70 on 34 cars of grain from Bixby, Ill., to various points, on account of nonallowance for grain doors.

5368. *Shevlin-Mathieu Lumber Company v. Chicago & Northwestern Railway Company.* August 14, 1909. Refund of \$29 on 6 cars of lumber from Beaudette, Minn., to Chicago, Ill., on account of nonabsorption of switching charges.

5369. *Dixie Lumber Company v. St. Louis Southwestern Railway Company.* September 11, 1909. Refund of \$5 on 1 car of lumber from Alden Bridge, La., to Richmond, Ind., on account of drayage due to misrouting.

5370. *Helmets Manufacturing Company v. Missouri Pacific Railway Company.* April 15, 1909. Refund of \$379.27 on shipment of furniture from Lansing, Kans., to Kansas City, Mo., on account of excessive rate.

5372. *B. F. Hoag v. San Pedro, Los Angeles & Salt Lake Railroad Company.* April 17, 1909. Refund of \$37.84 on 1 car of coal from Helper, Utah, to Narod, Cal., on account of excessive rate.

5373. *Mound City Elevator & Grain Company v. Missouri Pacific Railway Company.* September 7, 1909. Refund of \$7.20 on shipment of grain from St. Louis, Mo., to various points, on account of nonallowance for grain doors.

5374. *United Elevator & Grain Company v. St. Louis, Iron Mountain & Southern Railway Company.* August 26, 1909. Refund of \$3.60 on 2 cars of wheat and corn from St. Louis, Mo., to various points, on account of nonallowance for grain doors.

5375. *John Anderes & Company v. Chicago & Eastern Illinois Railroad Company.* June 21, 1909. Refund of \$59.51 on shipment of hollow brick from Brazil, Ind., to Wausau, Wis., on account of excessive rate.

5376. *Peoria Cordage Company v. Chicago & Northwestern Railway Company.* July 21, 1909. Refund of \$4 on shipment of binding twine from Peoria, Ill., to Midway, Wis., on account of excessive rate.

5377. *Western Grain & Elevator Company v. St. Louis, Iron Mountain & Southern Railway Company.* November 1, 1909. Refund of \$21.83 on 24 cars of grain from Bixby, Ill., to Little Rock, Ark., on account of nonallowance for grain doors.

5378. *Milliken-Helm Commission Company v. Missouri Pacific Railway Company.* September 7, 1909. Refund of \$17.60 on 11 cars of wheat from St. Louis, Mo., to Dallas, Tex., on account of nonallowance for grain doors.

5387. *W. W. Walker & Son v. Southern Pacific Company's Lines in Oregon.* April 22, 1909. Refund of \$18.39 on shipment of peach seeds from Chico, Cal., to Salem, Oreg., on account of excessive rate.

5394. *Ingersoll-Rand Company v. Cumberland Valley Railroad Company.* May 28, 1909. Refund of \$0.75 on shipment of drill parts from Gary, W. Va., to Phillipsburg, N. J., on account of misrouting.

5397. *F. P. Kenan Company v. Oregon Railroad & Navigation Company.* August 16, 1909. Refund of \$132.75 on shipment of bicycle parts from Westfield, Mass., to Portland, Oreg., on account of excessive rate.

5398. *E. Reznick v. Illinois Central Railroad Company.* September 7, 1909. Refund of \$124.32 on shipments of scrap iron from points on Yazoo & Mississippi Valley Railroad to St. Louis, Mo., on account of excessive rate.

5401. *Roane Iron Company v. Southern Railway Company.* June 11, 1909. Refund of \$394.17 on 54 cars of coke from Stonega, Va., to Rockwood, Tenn., on account of excessive rate.

5405. *Moore & McFerren v. Illinois Central Railroad Company.* September 22, 1909. Refund of \$27.46 on 2 cars of cottonwood box material from Memphis, Tenn., to Hamilton, Ohio, on account of excessive rate.

5408. *Hunter Milling Company v. Chicago, Rock Island & Pacific Railway Company.* May 26, 1909. Refund of \$3.01 on shipment of flour and shorts from Renfrow, Okla., to Lakewood, Ill., on account of misrouting.

5410. *Macbeth-Evans Glass Company v. Boston & Albany Railroad Company.* May 18, 1909. Refund of \$14.42 on 2 shipments of glass sand from Cheshire, Mass., to Wagon Works, Ohio, on account of excessive rate.

5414. *American Cotton Oil Company v. Chicago, Rock Island & Pacific Railway Company.* July 30, 1909. Refund of \$28.50 on shipment of cotton-seed oil from Cotton Plant, Ark., to Cincinnati, Ohio, on account of misrouting.

5417. *Burke Tanning Company v. Southern Railway Company.* June 19, 1909. Refund of \$22.39 on 3 shipments of leather from Morganton, N. C., to Reading and Lock Haven, Pa., on account of excessive rate.

5418. *F. S. Harmon & Company v. Southern Pacific Company's Lines in Oregon.* September 29, 1909. Refund of \$93.79 on shipment of furniture from Portland, Oreg., to Redding, Cal., on account of excessive rate.

5421. *Hambleton Leather Company v. Western Maryland Railroad Company.* May 19, 1909. Waives collection of demurrage charges amounting to \$31 on 5 cars of extract from Canton, N. C., and Lynchburg, Va., to Hambleton, W. Va., on account of such charges being unreasonable.

5422. *Elkins Tanning Company v. Western Maryland Railroad Company.* May 19, 1909. Waives collection of demurrage charges amounting to \$60 on shipments of extract from Buena Vista and Basic City, Va., to Elkins, W. Va., on account of such charges being unreasonable.

5425. *Sterling Manufacturing Company v. Chicago, Burlington & Quincy Railroad Company.* August 30, 1909. Refund of \$14.07 on shipment of agricultural implements from Rock Falls, Ill., to Brown City, Mich., on account of excessive rate.

5428. *Douglas Reduction Works v. El Paso & Southwestern System.* May 11, 1909. Refund of \$584.91 on 2 shipments of pig iron from Birmingham, Ala., to Douglas, Ariz., on account of excessive rate.

5430. *Howard Stove Company v. Chicago Great Western Railway Company.* July 28, 1909. Refund of \$86.16 on 4 shipments of stoves from Savannah, Ga., to Spokane, Wash., on account of excessive rate.

5434. *Elliott & Myers v. Chicago, Burlington & Quincy Railroad Company.* September 15, 1909. Refund of \$69.65 on 5 shipments of corn from Reynolds, Superior, Hardy, and Chester, Nebr., to St. Francis, Kans., on account of excessive rate.

5435. *J. C. Orrick & Son Company v. Baltimore & Ohio Railroad Company.* June 2, 1909. Refund of \$36 on 2 cars of canned goods from Great Cacapon, W. Va., to Piedmont, W. Va., on account of excessive rate.

5438. *G. E. Fraker v. Chicago & Northwestern Railway Company.* July 9, 1909. Refund of \$49.44 on 4 shipments of coal from South Iowa Junction, Iowa, to Omaha, Nebr., on account of excessive rate.

5439. *American Milling Company v. Illinois Central Railroad Company.* May 18, 1909. Refund of \$3 on shipment of mill feed from Acme, Ill., to Leonardsville, N. Y., on account of nonabsorption of switching charges.

5441. *Colorado Fuel & Iron Company v. Atchison, Topeka & Santa Fe Railway Company.* July 9, 1909. Refund of \$30.25 on shipment of wire and nails from Minnequa, Colo., to Deming, N. Mex., on account of excessive rate.

5444. *Washington Liquor Company v. Oregon Railroad & Navigation Company.* October 25, 1909. Refund of \$93.76 on shipment of bottles from Dunkirk, Ind., to Spokane, Wash., on account of excessive rate.

5446. *White Lumber Company v. Chicago, Indianapolis & Louisville Railway Company.* May 26, 1909. Refund of \$9.26 on 5 cars of lumber from Harrodsburg, Bloomington, and Gosport, Ind., to Chicago, Ill., on account of excessive rate.

5447. *Mack Manufacturing Company v. Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company.* May 20, 1909. Refund of \$316.21 on 27 cars of paving brick from New Cumberland, W. Va., to Suspension Bridge, N. Y., on account of excessive rate.

5448. *Minneapolis Brewing Company v. Chicago & Northwestern Railway Company.* June 2, 1909. Refund of \$15.88 on shipment of beer from Minneapolis, Minn., to Deadwood, S. Dak., on account of excessive rate.

5450. *Oriental Textile Mills v. International & Great Northern Railroad Company.* May 28, 1909. Refund of \$101.64 on shipment of oil press cloth from Houston, Tex., to Memphis, Tenn., on account of excessive rate.

5451. *Shevlin-Mathieu Lumber Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* November 12, 1909. Refund of \$31.10 on 3 shipments of lumber from Beaudette, Minn., to Dodge Center and Waseca, Minn., on account of excessive rate.

5454. *Acme Kitchen Furniture Company v. Southern Railway Company.* September 29, 1909. Refund of \$1.51 on shipment of kitchen safes from Chattanooga, Tenn., to Memphis, Tenn., on account of excessive rate.

5455. *Nobles Brothers Grocery Company v. Pecos & Northern Texas Railway Company.* May 19, 1909. Refund of \$25.40 on shipment of sugar from New Orleans, La., to Plainview, Tex., on account of excessive rate.

5456. *Chester Farmers Elevator Company v. Great Northern Railroad Company.* September 22, 1909. Refund of \$44 on shipment of flaxseed from Chester, S. Dak., to Minneapolis, Minn., on account of excessive rate.

5460. *Coates Brothers v. Texas & Pacific Railway Company.* May 19, 1909. Waives collection of undercharge of \$736.02 on 19 cars of cotton-seed cake from Vernon, Tex., to New Orleans, La., on account of excessive rate.

5462. *Gulf State Brick Company v. Morgan's Louisiana & Texas Railroad & Steamship Company.* July 23, 1909. Refund of \$159 on 1 car of brick from Loeb, Tex., to Napoleonville, La., on account of excessive rate.

5463. *Gulf State Brick Company v. Morgan's Louisiana & Texas Railroad & Steamship Company.* June 28, 1909. Refund of \$104.96 on shipment of brick from Loeb, Tex., to Napoleonville, La., on account of excessive rate.

5464. *American Agricultural Chemical Company v. Pennsylvania Railroad Company.* August 2, 1909. Refund of \$1,685.32 on shipment of pyrites from Baltimore, Md., to Detroit, Mich., on account of excessive rate.

5465. *American Agricultural Chemical Company v. Pennsylvania Railroad Company.* September 22, 1909. Refund of \$228.70 on shipments of pyrites from Baltimore, Md., to Cleveland, Ohio, on account of excessive rate.

5466. *American Agricultural Chemical Company v. Baltimore & Ohio Railroad Company.* August 31, 1909. Refund of \$113.48 on shipments of pyrites from Baltimore, Md., to St. Bernard, Ohio, on account of excessive rate.

5467. *Hoopes Brothers & Darlington v. Atlantic Coast Line Railroad Company.* April 23, 1909. Refund of \$240.30 on shipment of wagon material from Brookville, Fla., to West Chester, Pa., on account of excessive rate.

5469. *Kentucky Packing Company v. Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company.* August 18, 1909. Refund of \$155.56 on 22 shipments of dressed meat from Louisville, Ky., to Detroit, Mich., on account of excessive rate.

5471. *Schmidt & Ault Paper Company v. New York Central & Hudson River Railroad Company.* August 30, 1909. Refund of \$4 on shipment of machinery from Chatham, N. Y., to York, Pa., on account of excessive drayage due to misrouting.

5472. *A. Felty v. Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company.* October 18, 1909. Refund of \$8 on shipment of ear corn from Adams Mills, Ohio, to McKees Rocks, Pa., on account of excessive rate.

5473. *The Bell & Coggeshall Company v. Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company.* July 22, 1909. Refund of \$4.80 on 2 shipments of empty wood boxes from Louisville, Ky., to St. Charles, Ill., on account of excessive rate.

5474. *Lake Charles Ice, Light & Waterworks v. Morgan's Louisiana & Texas Railroad & Steamship Company.* September 23, 1909. Refund of \$20.38 on 1 car of coal from Zeigler, Ill., to Lake Charles, La., on account of excessive rate.

5477. *Bradford-Kennedy Company v. Minneapolis, St. Paul & Sault Sainte Marie Railway Company.* July 7, 1909. Refund of \$20.70 on shipment of lumber from Cœur d'Alene, Idaho, to Sawyer, N. Dak., on account of excessive rate.

5478. *H. D. Lee Mercantile Company v. Chicago, Rock Island & Pacific Railway Company.* May 6, 1909. Refund of \$15.25 on shipment of pickles from Omaha, Nebr., to Salina, Kans., on account of excessive rate.

5479. *Long Bell Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* September 16, 1909. Refund of \$8.20 on shipment of shingles from Lawrence, Wash., to Danville, Pa., on account of misrouting.

5483. *Nevada Milling Company v. Kansas City Southern Railway Company.* November 16, 1909. Refund of \$61.65 on shipment of flour and bran from Nevada, Mo., to Shady Point, Okla., on account of excessive rate.

5484. *M. Baker & Company v. Illinois Central Railroad Company.* May 4, 1909. Refund of \$83 on 1 car of tomatoes from Habana, Cuba, to Chicago, Ill., on account of excessive rate.

5485. *Phelps County Lumber Company v. Chicago, Burlington & Quincy Railroad Company.* April 21, 1909. Refund of \$70.72 on shipment of rubble from Lyons, Colo., to Loomis, Nebr., on account of excessive rate.

5487. *American Sugar Refining Company v. Illinois Central Railroad Company.* July 20, 1909. Refund of \$130.65 on shipment of sugar from New Orleans, La., to Lebanon, Ky., on account of excessive rate.

5488. *Century Mercantile Company v. Southern Pacific Company.* May 4, 1909. Refund of \$114.60 on 3 cars of wool from Minden, Nev., to West Berkeley, Cal., on account of excessive rate.

5489. *Charles Boldt Company v. Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company.* July 7, 1909. Refund of \$10 on 2 cars of bottles from Cincinnati, Ohio, to Pittsburg, Pa., on account of misrouting.

5491. *Zeller, McClellan & Company v. Central Indiana Railway Company.* August 11, 1909. Refund of \$41.64 on 2 cars of coal from Brazil, Ind., to Humboldt, Ill., on account of misrouting.

5493. *Georgia Cotton Company v. Atlantic Coast Line Railroad Company.* May 28, 1909. Refund of \$94.70 on 5 cars of cotton from Monticello, Fla., to Savannah, Ga., on account of excessive rate.

5496. *Acme Cement Plaster Company v. Grand Rapids & Indiana Railway Company.* September 27, 1909. Refund of \$10 on shipment of wall paper from Grand Rapids, Mich., to Londonville, Ohio, on account of excessive rate.

5497. *Hawkeye Pearl Button Company v. Illinois Central Railroad Company.* May 6, 1909. Refund of \$70.28 on 2 shipments of mussel shells from Kutawa, Ky., to Canton, Mo., on account of excessive rate.

5498. *Belmont Iron Works v. Pennsylvania Railroad Company.* June 10, 1909. Refund of \$70.73 on 7 cars of bridge iron from Eddystone, Pa., to Weehawken, N. J., on account of excessive rate.

5506. *A. Boringstein v. Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company.* May 17, 1909. Refund of \$10 on shipment of scrap iron from Edinburg, Ind., to Chicago Heights, Ill., on account of excessive rate.

5507. *Works Biscuit Company v. Minneapolis, St. Paul & Sault Ste. Marie Railway Company.* May 17, 1909. Refund of \$36.75 on shipment of flour from Chicago, Ill., to Minneapolis, Minn., on account of excessive rate.

5510. *United States Packing Company v. Missouri, Kansas & Texas Railway Company.* May 15, 1909. Refund of \$12.55 on shipment of live poultry from Clinton, Mo., to Parsons, Kans., on account of excessive rate.

5523. *D. L. Shirk v. Southern Pacific Company.* April 17, 1909. Refund of \$56.44 on shipment of hay from Sparks, Nev., to West Berkeley, Cal., on account of excessive rate.

5525. *Sparks-Humphrey Meat Company v. Southern Pacific Company.* August 14, 1909. Refund of \$925.04 on 14 cars of cattle from Winnemucca, Nev., to San Francisco, Cal., on account of excessive rate.

5530. *H. W. Selle & Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* July 8, 1909. Refund of \$8.80 on shipment of excelsior from Rice Lake, Wis., to Minnesota Transfer, Minn., on account of excessive rate.

5531. *L. C. Sheldon v. Southern Pacific Company.* June 10, 1909. Refund of \$377.91 on 5 cars of hay from Lovelock, Nev., to Oakland, Cal., on account of excessive rate.

5534. *The West Stockbridge Marble Works v. New York, New Haven & Hartford Railroad Company.* May 5, 1909. Refund of \$63.19 on 3 shipments of sand from Madison, Conn., to West Stockbridge, Mass., on account of excessive rate.

5535. *The White Marble & Terazzo Company v. New York, New Haven & Hartford Railroad Company.* June 29, 1909. Refund of \$523.85 on 26 cars of sand from Madison, Conn., to Lee, Mass., on account of excessive rate.

5536. *M. J. Grove Lime Company v. Northern Central Railway Company.* May 6, 1909. Refund of \$8.10 on 1 car of land lime from Frederick, Md., to Hanover Junction, Pa., on account of excessive rate.

5538. *F. S. Murphy v. Southern Pacific Company.* April 24, 1909. Refund of \$62.70 on 2 cars of lumber from Mohawk, Cal., to Ogden, Utah, on account of excessive rate.

5543. *Dorman & Smyth Hardware Company v. Pennsylvania Railroad Company.* June 7, 1909. Refund of \$19.08 on 1 car of nails from Williamsport, Pa., to Fulton, Md., on account of excessive rate.

5544. *Chicago Lumber & Coal Company v. Chicago, Rock Island & Pacific Railway Company.* November 17, 1909. Refund of \$6.03 on shipment of lumber from Bernice, La., to Brantford, Ontario, on account of misrouting.

5545. *Fargo Provision Market v. Northern Pacific Railway Company.* May 18, 1909. Refund of \$24.50 on 1 car of frozen fish from Oak Point, Manitoba, to Fargo, N. Dak., on account of excessive rate.

5546. *Emery Candle Company v. Cincinnati, Hamilton & Dayton Railway Company.* June 2, 1909. Refund of \$143.93 on shipment of oil from Ivorydale, Ohio, to Whiting, Ind., on account of excessive rate.

5547. *Emery Candle Company v. Cincinnati, Hamilton & Dayton Railway Company.* June 2, 1909. Refund of \$125.28 on shipment of oil from Ivorydale, Ohio, to Whiting, Ind., on account of excessive rate.

5548. *R. E. Wilcox & Company v. Missouri Pacific Railway Company.* August 26, 1909. Refund of \$13.50 on shipment of brick from Altoona, Kans., to South Omaha, Nebr., on account of excessive switching charges.

5549. *Eastern Torpedo Company v. St. Louis & San Francisco Railroad Company.* May 21, 1909. Refund of \$200.22 on shipment of acid from Buffalo, N. Y., to A. V. & W. Junction, Okla., on account of excessive rate.

5550. *Helmers Manufacturing Company v. Chicago, Rock Island & Pacific Railway Company.* April 22, 1909. Refund of \$9.14 on shipment of iron beds from Kenosha, Wis., to Kansas City, Mo., on account of excessive rate.

5554. *American Sheet & Tin Plate Company v. Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company.* June 11, 1909. Refund of \$13.70 on 3 cars of tin plate from Elwood, Ind., to St. Charles, Ill., on account of excessive rate.

5556. *New River Grocery Company v. Norfolk & Western Railway Company.* May 25, 1909. Refund of \$36.40 on shipment of canned tomatoes from Roanoke, Va., to Hinton, W. Va., on account of excessive rate.

5561. *Emery Candle Company v. Chicago, Cincinnati & Louisville Railroad Company.* July 7, 1909. Refund of \$17.82 on shipment of red oil from Ivorydale, Ohio, to Whiting, Ind., on account of excessive rate.

5563. *Standard Glass Company v. Chicago, Rock Island & Pacific Railway Company.* July 28, 1909. Refund of \$155.76 on 34 cars of glass from various points to Chicago, Ill., on account of excessive rate.

5566. *Armour & Company v. Chicago, Burlington & Quincy Railroad Company.* May 5, 1909. Refund of \$103.22 on 10 cars of tin-can stock from Kansas City, Mo., to South Omaha, Nebr., on account of excessive rate.

5567. *Cambridge Ice Company v. Boston & Maine Railroad.* June 9, 1909. Refund of \$1,609.81 on 57 cars of ice from Brookline, N. H., to Cambridge, Mass., on account of excessive rate.

5570. *W. D. Byron & Sons (Incorporated) v. Cumberland Valley Railroad Company.* June 15, 1909. Refund of \$64.20 on 8 cars of stick bark from Tablers, W. Va., to Williamsport, Md., on account of excessive rate.

5571. *W. Patton v. Atlantic Coast Line Railroad Company.* June 9, 1909. Refund of \$18.86 on shipment of potatoes from Calypso, N. C., to Little Falls, N. Y., on account of excessive rate.

5572. *John Scott & Sons v. Atchison, Topeka & Santa Fe Railway Company.* June 18, 1909. Refund of \$1,039.85 on shipment of graders' outfit from Hillview, Ill., to Temple, Tex.

5576. *Somers & Company v. Great Northern Railway Company.* July 20, 1909. Refund of \$510 on 3 shipments of bran from Kalispell, Mont., to San Francisco, Cal., on account of excessive rate.

5577. *Gallup Electric Company v. Atchison, Topeka & Santa Fe Railway Company.* July 15, 1909. Refund of \$78 on 1 car of brick from Albuquerque, N. Mex., to Gallup, N. Mex., on account of excessive rate.

5578. *Xiques, LeMore Company (Limited) v. St. Louis Southwestern Railway Company of Texas.* August 5, 1909. Refund of \$1,257.26 on 32 cars of staves from White City, Tex., to New Orleans, La., on account of excessive rate.

5579. *Thatcher Implement & Mercantile Company v. Gila Valley, Globe & Northern Railway Company.* June 10, 1909. Refund of \$21.84 on 1 car of hay from Solomon, Ariz., to Guaymas, Sonora, Mexico, on account of excessive rate.

5581. *Louisville Stock Yards Company v. Illinois Central Railroad Company.* September 15, 1909. Refund of \$359 on 16 cars of live stock on account of excessive loading and unloading charges at Louisville, Ky.

5582. *De Long Brothers v. Norfolk & Western Railway Company.* May 17, 1909. Refund of \$28.80 on shipment of leather from Wittens Mill, Va., to Philadelphia, Pa., on account of excessive rate.

5585. *Frank Souza v. Southern Pacific Company.* May 10, 1909. Refund of \$137.85 on 3 shipments of sweet potatoes from Buhack and Turlock, Cal., to Ogden, Utah, on account of excessive rate.

5586. *L. W. Eversman v. Union Pacific Railroad Company.* May 18, 1909. Refund of \$157.50 on 3 cars of potatoes from Ovid, Colo., to Kansas City, Mo., on account of excessive rate.

5587. *Ira W. Hauck v. Cumberland Valley Railroad Company.* May 17, 1909. Refund of \$16.80 on shipment of cord wood from Falling Waters, W. Va., to Maugansville, Md., on account of excessive rate.

5589. *G. W. Carty v. Union Pacific Railroad Company.* June 4, 1909. Refund of \$22.69 on 1 car of coal from Coalville, Utah, to Winnemucca, Nev., on account of excessive rate.

5591. *John Wahl Commission Company v. Missouri, Kansas & Texas Railway Company.* June 4, 1909. Refund of \$74.90 on shipment of lead from Galena, Kans., to Atlanta, Ga., on account of excessive rate.

5593. *W. D. Gully v. St. Louis & San Francisco Railroad Company.* June 16, 1909. Refund of \$40.80 on shipment of hay from Altus, Okla., to Quanah, Tex., on account of excessive rate.

5597. *Roddis Lumber & Vencer Company v. Wisconsin Central Railway Company.* July 23, 1909. Refund of \$16.50 on shipment of basswood veneering from Marshfield, Wis., to Cleveland, Ohio, on account of excessive rate.

5601. *Frank Samuel v. Philadelphia, Baltimore & Washington Railroad Company.* June 28, 1909. Refund of \$24.88 on 3 cars of scrap iron from Principio, Md., to Harrisburg, Pa., on account of excessive rate.

5602. *Beaver Sand Company v. Pennsylvania Company.* June 2, 1909. Refund of \$320.08 on 10 cars of sand from Beaver, Pa., to Negley, Ohio, on account of excessive rate.

5604. *Beebe & Runyan v. Chicago & Northwestern Railway Company.* April 28, 1909. Refund of \$222.20 on shipment of furniture from Kenosha, Wis., to Omaha, Nebr., on account of excessive rate.

5606. *F. S. Putnam v. Eastern Railway of New Mexico System.* June 29, 1909. Refund of \$316.80 on 18 cars of cattle from Idria, N. Mex., to Allen, Kans., on account of excessive rate.

5610. *Elk City Cotton Oil Company v. Pecos & Northern Texas Railway Company.* June 29, 1909. Waives collection of undercharge of \$78 on shipment of cotton-seed cake and meal from Amarillo, Tex., to Hereford, Tex., on account of excessive rate.

5612. *Bloom's Son Company v. Louisiana Railway & Navigation Company.* July 23, 1909. Refund of \$93 on shipment of brewers' rice from New Orleans, La., to Minneapolis, Minn., on account of excessive rate.

5613. *Carnegie Steel Company v. West Side Belt Railroad Company.* May 22, 1909. Refund of \$4.14 on shipment of angles from Clairton, Pa., to Mingo Junction, Ohio, on account of excessive rate.

5614. *O. A. Cooper & Son v. Chicago, Burlington & Quincy Railroad Company.* May 28, 1909. Refund of \$28.20 on 2 cars of flour and feed from Humboldt, Nebr., to Atwood, Kans., on account of excessive rate.

5616. *Anheuser-Busch Brewing Association v. St. Louis & San Francisco Railroad Company.* November 12, 1909. Refund of \$110.86 on 9 cars of empty beer packages from Argenta, Fort Smith, and Hot Springs, Ark., to St. Louis, Mo., on account of excessive minimum carload weight.

5620. *Gibson Fruit Company v. Chicago, Rock Island & Pacific Railway Company.* May 4, 1909. Refund of \$70.88 on shipment of peaches from Magazine, Ark., to Chicago, Ill., on account of excessive rate.

5626. *Sterling Manufacturing Company v. Chicago, Burlington & Quincy Railroad Company.* May 19, 1909. Refund of \$7.17 on 1 car of agricultural implements from Rock Falls, Ill., to Owosso, Mich., on account of excessive rate.

5631. *T. D. Randall & Company v. Chicago & Eastern Illinois Railroad Company.* May 19, 1909. Refund of \$53.71 on 4 cars of watermelons from White Oak, Mo., to Chicago, Ill., on account of excessive rate.

5634. *Noonan Meat Company v. Southern Pacific Company.* June 26, 1909. Refund of \$128.40 on 2 shipments of hay from Brown, Nev., to Santa Rosa, Cal., on account of excessive rate.

5635. *Red River Lumber Company v. Great Northern Railway Company.* July 16, 1909. Refund of \$24.58 on 2 shipments of lumber from Akeley, Minn., to Leola, S. Dak., on account of excessive rate.

5637. *Itasca Elevator Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* June 9, 1909. Refund of \$3,145.99 on 3,425 cars of grain from connecting lines, Superior, Wis., to Duluth, Minn., on account of excessive switching charges.

5638. *Independent Supply Company v. Southern Pacific Company.* July 7, 1909. Refund of \$111.72 on shipment of coal from Keyser, W. Va., to Sunnyvale, Cal., on account of excessive rate.

5639. *McCaull-Webster Elevator Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* May 18, 1909. Refund of \$12.10 on 2 cars of coal from Milwaukee, Wis., to Millers Siding, Nebr., on account of excessive rate.

5645. *Southern Cotton Oil Company v. Southern Railway Company.* May 28, 1909. Refund of \$43.43 on 6 cars of cotton-seed oil from Charleston, S. C., to Savannah, Ga., on account of excessive rate.

5647. *United States Cast Iron Pipe & Foundry Company v. Southern Railway Company.* July 30, 1909. Refund of \$41.87 on 1 car of cast-iron pipe from Bessemer, Ala., to Jonesboro, Tenn., on account of excessive rate.

5648. *John R. Young v. Southern Railway Company.* May 21, 1909. Refund of \$14.73 on shipment of rosin from Tillman, S. C., to Savannah, Ga., on account of excessive rate.

5649. *Hoyt Metal Company v. Southern Railway Company.* August 14, 1909. Refund of \$31.29 on 1 car of sheet lead from Granite City, Ill., to Copperhill, Tenn., on account of excessive rate.

5653. *Armour & Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* July 30, 1909. Refund of \$34.94 on 6 cars of fresh meat from Sioux City, Iowa, to South Omaha, Nebr., on account of excessive rate.

5654. *Hickson Lumber Company v. Norfolk & Western Railway Company.* May 28, 1909. Refund of \$23.49 on shipment of lumber from Brookneal, Va., to Harrisburg, Pa., on account of excessive rate.

5657. *Marblehead Lime Company v. St. Louis & San Francisco Railroad Company.* May 22, 1909. Refund of \$120 on shipment of lime from Springfield, Mo., to Raton, N. Mex., on account of excessive rate.

5661. *Pennsylvania Cement Company v. Maine Central Railroad Company.* September 15, 1909. Refund of \$116.28 on shipments of cement from Bath, Pa., to Madison, Me., on account of excessive rate.

5662. *Caines & Casalet v. Southern Pacific Company.* June 11, 1909. Refund of \$395.52 on 7 shipments of hay from Brown, Nev., to Stockyards, Cal., on account of excessive rate.

5665. *American Hardwood Lumber Company v. Wabash Railroad Company.* July 1, 1909. Refund of \$2.36 on shipment of lumber from St. Louis, Mo., to Danville, Ill., on account of excessive rate.

5666. *L. C. Sheldon v. Southern Pacific Company*. October 11, 1909. Waives collection of \$1,998.74 on 25 cars of hay from Lovelock, Nev., to points on San Francisco Bay on account of excessive rate.

5668. *F. Cames & Company v. Southern Pacific Company*. May 15, 1909. Refund of \$422.27 on 7 cars of hay from Brown, Nev., to Stockyards, Cal., on account of excessive rate.

5672. *Hickson Lumber Company v. Norfolk & Western Railway Company*. April 27, 1909. Refund of \$58.60 on 2 cars of lumber from Brookneal, Va., to Harrisburg, Pa., on account of excessive rate.

5674. *Bobet Brothers v. Morgan's Louisiana & Texas Railroad & Steamship Company*. June 19, 1909. Refund of \$74.48 on 1 car of staves from Hanson, Tex., to New Orleans, La., on account of excessive rate.

5676. *Hicks Company (Limited) v. St. Louis Southwestern Railway Company*. November 16, 1909. Refund of \$11.68 on shipment of flour from Waterloo, Ill., to Minden, La., on account of excessive rate.

5677. *Los Angeles Soap Company v. San Pedro, Los Angeles & Salt Lake Railroad Company*. August 26, 1909. Refund of \$43.65 on 2 shipments of hides from Pioche, Nev., to Los Angeles, Cal., on account of excessive rate.

5681. *Farrel Foundry & Machine Company v. New York, New Haven & Hartford Railroad Company*. May 20, 1909. Refund of \$192.21 on 9 cars of sugar-mill machinery from Ansonia, Conn., to Harlem River, New York, on account of excessive rate.

5683. *H. W. Roebuck v. Galveston, Harrisburg & San Antonio Railway Company*. July 9, 1909. Refund of \$67.97 on 5 cars of cattle from Sample, Tex., to Algiers, La., on account of excessive rate.

5684. *Jamieson House Furnishing Company v. Northern Pacific Railway Company*. May 22, 1909. Refund of \$98.80 on shipment of chairs from Superior, Wis., to Trinidad, Colo., on account of excessive rate.

5686. *Wright, Barrett & Stilwell Company v. Northern Pacific Railway Company*. June 5, 1909. Refund of \$178.70 on shipment of toilet paper and paper bags from St. Paul, Minn., to Helena, Mont., on account of excessive rate.

5687. *S. B. Dobbs v. West Jersey & Seashore Railroad Company*. June 1, 1909. Refund of \$22.52 on 5 cars of brick from Mays Landing, N. J., to Philadelphia, Pa., on account of excessive rate.

5688. *International Stock Food Company v. Great Northern Railway Company*. July 16, 1909. Refund of \$103.61 on shipment of animal food from Minneapolis, Minn., to Spokane, Wash., on account of excessive rate.

5689. *Penn Iron Company v. Pennsylvania Railroad Company*. May 15, 1909. Refund of \$14.07 on shipment of scrap iron from Woodberry, Md., to Lancaster, Pa., on account of excessive rate.

5690. *John Diffon v. Northern Pacific Railway Company*. June 19, 1909. Refund of \$97.37 on 7 cars of gravel from Barnum, Minn., to Superior, Wis., on account of excessive rate.

5692. *Imperial Brokerage Company v. Galveston, Harrisburg & San Antonio Railway Company*. June 5, 1909. Refund of \$36.88 on 2 cars of rice hulls from Bay City, Tex., to Little Rock, Ark., on account of excessive rate.

5695. *Indiana Tie Company v. Louisville & Nashville Railroad Company*. August 9, 1909. Refund of \$702.25 on 7 cars of ties from Lewisburg, Ky., to Evansville, Ind., on account of excessive rate.

5697. *Dennis Hayes v. Pennsylvania Railroad Company*. August 5, 1909. Waives collection of undercharge of \$99.14 on 4 cars of watermelons from Bamberg, Williston, and Blackville, S. C., to Pittsburg, Pa., on account of excessive rate.

5698. *Denver Commission Company v. Louisiana Western Railroad Company*. August 2, 1909. Refund of \$24.02 on shipment of alfalfa hay from Denver, Colo., to La Fayette, La., on account of excessive rate.

5699. *Hyde Lumber Company v. St. Louis & San Francisco Railroad Company*. November 17, 1909. Refund of \$98.02 on shipment of lumber from Arthur, Tex., to Memphis, Tenn., on account of excessive rate.

5701. *Sheffield-King Milling Company v. Anchor Line*. June 26, 1909. Refund of \$11.51 on shipments of flour from Faribault, Minn., to Pottsville, Pa., on account of excessive rate.

5712. *Kansas Crude Oil & Gas Company v. Atchison, Topeka & Santa Fe Railway Company.* July 13, 1909. Refund of \$551.67 on shipments of oil from Chanute, Kans., to Rocky Ford, Colo., on account of excessive rate.

5713. *Consolidated Lumber Company v. San Pedro, Los Angeles & Salt Lake Railroad Company.* July 29, 1909. Refund of \$625.92 on 19 cars of mining timbers from Wilmington, Cal., to Goldfield, Nev., on account of excessive rate.

5716. *Vogeler Seed & Produce Company v. Oregon Short Line Railroad Company.* June 28, 1909. Refund of \$100 on shipment of oats from Dillon, Mont., to Moapa, Nev., on account of excessive rate.

5717. *Monsanto Chemical Works v. Kansas City Southern Railway Company.* September 9, 1909. Refund of \$88.32 on shipment of hydrocarbon oil from Shreveport, La., to St. Louis, Mo., on account of excessive rate.

5719. *Sunnyside Coal Company v. Illinois Central Railroad Company.* August 26, 1909. Refund of \$20.50 on 3 cars of coal from Herrin, Ill., to Turin, Hinton, and Mapleton, Iowa, on account of excessive rate.

5720. *Fairbanks Company v. New York Central & Hudson River Railroad Company.* July 29, 1909. Refund of \$35.51 on 3 shipments of scales from St. Johnsbury, Vt., to New York, N. Y., on account of excessive rate.

5721. *David Kaufman & Sons Company v. Central Railroad Company of New Jersey.* May 27, 1909. Refund of \$10.25 on shipment of scrap iron from Elizabethport, N. J., to Lancaster, Pa., on account of misrouting.

5722. *M. King v. Chicago & Northwestern Railway Company.* June 1, 1909. Refund of \$15.72 on shipments of oats from Yankton, S. Dak., to Milwaukee, Wis., on account of larger car furnished than ordered.

5727. *A. F. Phelps v. Chicago Great Western Railway Company.* June 1, 1909. Refund of \$19.80 on shipment of potatoes from Glyndon, Minn., to Leavenworth, Kans., on account of excessive rate.

5730. *McLean & Jorgenson v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* June 1, 1909. Refund of \$17.30 on shipment of fuel wood from Spring Valley, Wis., to Fairmont, Minn., on account of excessive rate.

5731. *Frank Carter Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* June 1, 1909. Refund of \$17.61 on shipment of fuel wood from Knapp, Wis., to Amboy, Minn., on account of excessive rate.

5733. *Railway Supply & Manufacturing Company v. Charleston & Western Carolina Railway Company.* September 23, 1909. Refund of \$73.74 on 8 shipments of cotton factory sweepings from Iva, S. C., to Cincinnati, Ohio, on account of excessive rate.

5734. *Sioux Falls Fuel Company and Scheier & Baker v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* June 15, 1909. Waives collection of undercharge of \$54.14 on 2 cars of wood from Couderay, Wis., to Sioux Falls, S. Dak., on account of excessive rate.

5735. *Hall, Wedge & Carter v. Chicago & Eastern Illinois Railroad Company.* May 26, 1909. Refund of \$12.50 on shipment of melons from Clarkton, Mo., to Chicago, Ill., on account of excessive rate.

5736. *Frank Carter Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* June 30, 1909. Waives collection of undercharge of \$10.02 on shipment of fuel wood from Weston, Wis., to Madelia, Minn., on account of excessive rate.

5737. *St. Paul Syrup Refining Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* July 15, 1909. Refund of \$20.96 on shipment of sirup from St. Paul, Minn., to Sioux City, Iowa, on account of excessive rate.

5738. *Finkbine Lumber Company v. Illinois Central Railroad Company.* June 10, 1909. Refund of \$47.13 on shipment of lumber from Wiggins, Miss., to St. Charles, Mo., on account of excessive rate.

5740. *Finkbine Lumber Company v. Illinois Central Railroad Company.* July 20, 1909. Refund of \$44.49 on 3 shipments of lumber from Wiggins, Miss., to Lockland, Ohio, on account of excessive rate.

5746. *William J. Starr v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* June 1, 1909. Refund of \$36.89 on shipment of wood from Weston, Wis., to Mitchell, S. Dak., on account of excessive rate.

5747. *South Dakota Central Railway Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* August 2, 1909. Waives collection of undercharge of \$36.86 on 2 shipments of edgings from Stillwater, Minn., to Sioux Falls, S. Dak., on account of excessive rate.

5748. *Cooperative Coal Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* September 7, 1909. Waives collection of \$20.94 on shipment of wood for fuel from Holcombe, Wis., to Sioux Falls, S. Dak., on account of excessive rate.

5749. *J. H. Lane & Company v. Charleston & Western Carolina Railway Company.* August 9, 1909. Refund of \$4.71 on shipment of sheetings from Augusta, Ga., to Habana, Cuba, on account of excessive rate.

5751. *Hauser & Sons Malting Company v. Chicago Great Western Railway Company.* June 1, 1909. Refund of \$20.35 on shipment of malt from St. Paul, Minn., to Kansas City, Mo., on account of excessive rate.

5754. *Ostrander Fire Brick Company v. Lehigh Valley Railroad Company.* May 28, 1909. Refund of \$21.60 on shipment of sand from Ostrander, N. J., to Saratoga, N. Y., on account of excessive rate.

5755. *Ingersoll & Esler v. Southern Pacific Company.* June 23, 1909. Refund of \$37.50 on 2 shipments of beer from St. Louis, Mo., to San Bernardino, Cal., on account of excessive rate.

5757. *C. O. Stotts v. Atchison, Topeka & Santa Fe Railway Company.* June 28, 1909. Refund of \$87 on shipment of hay from Yates Center, Kans., to Las Animas, Colo., on account of excessive rate.

5758. *Gulf Lumber Company v. Gulf, Colorado & Santa Fe Railway Company.* July 15, 1909. Refund of \$46.06 on shipment of sawmill machinery from Wausau, Wis., to Cravens, La., on account of excessive rate.

5760. *Carpenter & Shafer Manufacturing Company v. Wabash Railroad Company.* October 20, 1909. Refund of \$21.60 on 2 shipments of live poultry from East St. Louis, Ill., to Hoboken, N. J., on account of excessive rate.

5762. *Elk Coal Company v. Oregon Short Line Railroad Company.* August 27, 1909. Refund of \$622.17 on 6 cars of coal from Diamondville, Wyo., to Stine, Nev., on account of excessive rate.

5765. *Kauffman, Davidson & Company v. Tonopah & Goldfield Railroad Company.* May 25, 1909. Refund of \$19.35 on shipment of hides from Tonopah, Nev., to Los Angeles, Cal., on account of excessive rate.

5767. *W. M. Murray v. Southern Pacific Company.* June 11, 1909. Refund of \$86 on shipment of horses from Emery, Cal., to El Paso, Tex., on account of excessive rate.

5768. *Tennessee Coal & Iron Railroad Company v. Louisville & Nashville Railroad Company.* June 17, 1909. Refund of \$1,500.03 on 26 cars of pig iron from Bessemer, Ala., to Pensacola, Fla., on account of excessive rate.

5769. *Tennessee Coal, Iron & Railroad Company v. Louisville & Nashville Railroad Company.* April 27, 1909. Refund of \$1,280.01 on 23 shipments of iron from Ehsley, Ala., to New Orleans, La., on account of excessive rate.

5770. *George R. Barse Live Stock Commission Company v. El Paso & Southwestern System.* July 23, 1909. Refund of \$733.11 on 111 cars of cattle from El Paso, Tex., to National Stock Yards, Ill., on account of excessive rate.

5771. *George B. Patterson v. Lehigh Valley Railroad Company and Erie Railroad Company.* June 18, 1909. Refund of \$32.44 on 2 shipments of flour and feed from Burdett, N. Y., to Thompson, Pa., on account of excessive rate.

5772. *McMechen Preserving Company v. Baltimore & Ohio Railroad Company.* November 10, 1909. Refund of \$4.10 on shipment of canned tomatoes from Wheeling, W. Va., to New York, N. Y., on account of misrouting.

5773. *L. E. Dose v. Corvallis & Eastern Railroad Company.* August 16, 1909. Refund of \$52.26 on 2 cars of potatoes from Thomas and Bussard, Oreg., to Sacramento and Stockton, Cal., on account of excessive rate.

5774. *J. R. Newberry Company v. Atchison, Topeka & Santa Fe Railway Company.* August 14, 1909. Refund of \$98.11 on shipment of coffee from New York, N. Y., to Los Angeles, Cal., on account of excessive rate.

5776. *W. W. Atterbury v. Pennsylvania Railroad Company.* May 27, 1909. Refund of \$50.44 on 1 car of sand from Riverside, N. J., to Radnor, Pa., on account of excessive rate.

5778. *H. Woods Company v. Chicago, Rock Island & Pacific Railway Company.* July 20, 1909. Refund of \$257.85 on 3 cars of melons from Tempe and Mesa, Ariz., to Denver, Colo., on account of misrouting.

5783. *Chicago, Burlington & Quincy Railroad Company v. Colorado Fuel & Iron Company.* April 24, 1909. Authorizes the Chicago, Burlington & Quincy Railroad Company to collect \$804.26 additional charges on 3 cars of steel rails from Minnequa, Colo., to Alger and Dietz, Wyo., on account of error in publishing tariff.

5785. *Butterfield Lumber Company v. Illinois Central Railroad Company.* July 7, 1909. Refund of \$6 on shipment of lumber from Norfield, Miss., to Dyersville, Iowa, on account of misrouting.

5787. *Lyon Cypress Lumber Company v. Yazoo & Mississippi Valley Railroad Company.* June 2, 1909. Refund of \$5.43 on shipment of lumber from Garyville, La., to Robinson, Ill., on account of excessive rate.

5792. *R. A. Stephenson v. Atchison, Topeka & Santa Fe Railway Company.* June 11, 1909. Refund of \$110 on shipment of apples from Saffordville, Kans., to Las Animas, Colo., on account of excessive rate.

5793. *Dierks Lumber Company v. Kansas City Southern Railway Company.* November 6, 1909. Refund of \$15.99 on shipment of lumber from Pullman, Ark., to Wichita, Kans., on account of excessive rate.

5797. *Elmore Lumber Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* June 10, 1909. Waives collection of \$16 on shipment of wood from Weston, Wis., to Elmore, Minn., on account of excessive rate.

5799. *Freeman & Wiley v. Southern Pacific Company's Lines in Oregon.* May 29, 1909. Refund of \$244 on shipment of vehicles from St. Paul, Minn., to Central Point, Oreg., on account of 2 cars furnished instead of 1, as ordered.

5800. *William Kelly Milling Company v. Atchison, Topeka & Santa Fe Railway Company.* May 22, 1909. Refund of \$15.16 on shipment of flour from Hutchinson, Kans., to Rocky Ford, Colo., on account of excessive rate.

5801. *A. H. Evers v. Atchison, Topeka & Santa Fe Railway Company.* May 28, 1909. Refund of \$6.13 on 2 shipments of apples from Peabody, Kans., to La Junta, Colo., on account of excessive rate.

5802. *Diamond Match Company v. Chicago & Northwestern Railway Company.* June 2, 1909. Refund of \$7.99 on shipment of matches from Oshkosh, Wis., to Rock Island, Ill., on account of excessive rate.

5803. *L. Harding & Sons v. Missouri Pacific Railway Company.* June 18, 1909. Refund of \$33.45 on 2 shipments of scrap iron from Omaha, Nebr., to Atchison, Kans., on account of excessive rate.

5805. *Milburn Wagon Company v. Toledo, St. Louis & Western Railroad Company.* August 23, 1909. Refund of \$6.90 on shipment of farm wagons from Toledo, Ohio, to Canton, Ill., on account of excessive rate.

5808. *Whosoever Gospel Mission & Rescue Home Association v. Pennsylvania Railroad Company.* June 5, 1909. Refund of \$16.83 on shipment of cord wood from Laurel, Del., to Philadelphia, Pa., on account of excessive rate.

5809. *St. Louis Victoria Flour Mills v. Illinois Central Railroad Company.* June 19, 1909. Refund of \$1.50 on shipment of wheat from East St. Louis, Ill., to Nashville, Tenn., on account of nonallowance for grain doors.

5811. *Weed Lumber Company v. Denver & Rio Grande Railroad Company.* August 6, 1909. Refund of \$168.85 on shipment of lumber from Weed, Cal., to Grand Junction, Colo., on account of excessive rate.

5813. *John A. Miller v. Norfolk & Western Railway Company.* June 11, 1909. Refund of \$48.45 on shipment of wheat from Oakville, Pa., to Chilhowie, Va., on account of excessive rate.

5814. *Terminal Elevator Company v. Illinois Central Railroad Company.* June 21, 1909. Refund of \$2 on shipment of corn from East St. Louis, Ill., to Nashville, Tenn., on account of nonallowance for grain doors.

5819. *Advance Elevator & Warehouse Company v. Illinois Central Railroad Company.* June 21, 1909. Refund of \$4 on 2 shipments of wheat from East St. Louis, Ill., to Nashville, Tenn., on account of nonallowance for grain doors.

5822. *Pearl River Lumber Company v. Illinois Central Railroad Company.* June 11, 1909. Refund of \$13.68 on shipment of lumber from Brookhaven, Miss., to Nashville, Tenn., on account of misrouting.

5823. *International Harvester Company v. Illinois Central Railroad Company.* July 28, 1909. Refund of \$19 on shipment of manure spreaders from Waterloo, Iowa, to Hayti, S. Dak., on account of excessive rate.

5824. *Dan River Cotton Mills v. Atlantic Coast Line Railroad Company.* May 25, 1909. Refund of \$82.22 on 2 shipments of cotton from Mayesville, S. C., to Danville, Va., on account of excessive rate.

5828. *J. B. Green v. Eastern Railway of New Mexico System.* September 17, 1909. Waives collection of \$51 on shipment of apples from Roswell, N. Mex., to Clovis, N. Mex., on account of excessive rate.

5829. *Coffeyville Vitrifed Brick & Tile Company v. Atchison, Topeka & Santa Fe Railway Company.* August 2, 1909. Refund of \$110.36 on 3 shipments of machinery from Chanute, Kans., to Collinsville, Okla., on account of excessive rate.

5830. *Ohio River Stone Company v. Chesapeake & Ohio Railway Company.* November 29, 1909. Refund of \$69.89 on 2 shipments of crushed stone from Ivor, Ky., to Wyoming, Ohio, on account of excessive rate.

5831. *W. H. Crozier v. Louisville & Nashville Railroad Company.* September 11, 1909. Refund of \$45.60 on 1 car of wheat from Junction, Ill., to South Nashville, Tenn., on account of excessive rate.

5832. *S. S. Kerr v. Louisville & Nashville Railroad Company.* August 5, 1909. Refund of \$1,045.31 on 18 cars of corn and wheat from Junction and Duncan, Ill., to East Nashville, Tenn., on account of excessive rate.

5833. *Yunker Brothers v. Chicago, Rock Island & Pacific Railway Company.* June 15, 1909. Refund of \$13.22 on 69 shipments of notions from various points to Des Moines, Iowa, on account of excessive rate.

5834. *H. C. Polly v. Chicago, Burlington & Quincy Railroad Company.* May 28, 1909. Refund of \$31.61 on shipment of household goods from Lincoln, Nebr., to Parkman, Wyo., on account of excessive rate.

5835. *Liberty Mills v. Louisville & Nashville Railroad Company.* August 5, 1909. Refund of \$115 on 2 cars of wheat from Junction, Ill., to South Nashville, Tenn., on account of excessive rate.

5837. *R. C. Thompson v. Southern Railway Company.* July 30, 1909. Refund of \$42.39 on shipment of cowpeas from St. Louis, Mo., to Culpeper, Va., on account of excessive rate.

5843. *Colburn Brothers v. Atchison, Topeka & Santa Fe Railway Company.* September 2, 1909. Refund of \$47.13 on shipment of flour and corn meal from McPherson, Kans., to Holly, Colo., on account of excessive rate.

5844. *Warner Fence Company v. Atchison, Topeka & Santa Fe Railway Company.* July 8, 1909. Refund of \$25.52 on shipment of wire fence from Ottawa, Kans., to Manzanola, Colo., on account of excessive rate.

5845. *W. T. Joyce Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* June 19, 1909. Refund of \$27.67 on shipment of maple wood from Le Sueur, Minn., to Rock Rapids, Iowa, on account of excessive rate.

5847. *Mount Nebo Oil Company v. San Pedro, Los Angeles & Salt Lake Railroad Company.* June 17, 1909. Refund of \$243.27 on shipment of wrought-iron pipe from Los Angeles, Cal., to Juab, Utah, on account of excessive rate.

5848. *A. M. Hays v. Atchison, Topeka & Santa Fe Railway Company.* June 2, 1909. Refund of \$6.03 on 2 shipments of household goods and piano from Wichita, Kans., to La Junta, Colo., on account of excessive rate.

5849. *Tennessee Lumber Manufacturing Company v. Virginia-Carolina Railway Company.* October 11, 1909. Refund of \$93.81 on shipment of rails from Sutherland, Tenn., to Savannah, Ga., on account of excessive rate.

5853. *Armour & Company v. Baltimore & Ohio Railroad Company.* August 14, 1909. Refund of \$27 on 9 cars of dressed beef from South Chicago, Ill., to Gary, Ind., on account of excessive rate.

5854. *American Sheet & Tin Plate Company v. Baltimore & Ohio Railroad Company.* June 1, 1909. Refund of \$13.07 on 2 shipments of sheet bars from New Castle, Pa., to Dresden, Ohio, on account of excessive rate.

5855. *Colburn Brothers v. Atchison, Topeka & Santa Fe Railway Company.* June 1, 1909. Refund of \$15.02 on shipment of flour, etc., from McPherson, Kans., to Manzanola, Colo., on account of excessive rate.

5856. *Bell-Duff Commission Company v. Louisville & Nashville Railroad Company.* June 17, 1909. Refund of \$16 on 1 car of baled hay from Woodlawn, Ill., to Nashville, Tenn., on account of excessive rate.

5857. *Clendenin Brothers v. Baltimore & Ohio Railroad Company.* August 23, 1909. Refund of \$0.90 on shipment of copper from Canton, Md., to Philadelphia, Pa., on account of excessive rate.

5859. *J. E. Baker v. Cumberland Valley Railroad Company.* June 19, 1909. Refund of \$24.05 on 3 shipments of fluxing stone from Bunker Hill, W. Va., to Follansbee, W. Va., on account of excessive rate.

5860. *H. L. Halliday Milling Company v. St. Louis, Iron Mountain & Southern Railway Company.* September 7, 1909. Refund of \$1 on 4 cars of oats from Cairo, Ill., to Arkadelphia, Ark., on account of nonallowance for grain doors.

5861. *Redman, Magee & Company v. St. Louis, Iron Mountain & Southern Railway Company.* August 2, 1909. Refund of \$1.24 on 5 cars of oats from Cario, Ill., to Little Rock and Pine Bluff, Ark., on account of nonallowance for grain doors.

5863. *Kirwin Elevator & Shipping Association v. Missouri Pacific Railway Company.* August 2, 1909. Refund of \$1.20 on 1 car of wheat from Kirwin, Kans., to Kansas City, Mo., on account of nonallowance for grain doors.

5865. *Greenwood Grocery Company v. Yazoo & Mississippi Valley Railroad Company.* June 25, 1909. Refund of \$123 on shipment of rice from Beaumont, Tex., to Greenwood, Miss., on account of excessive rate.

5866. *Utah Gas and Coke Company v. Southern Pacific Company.* July 23, 1909. Refund of \$59.26 on shipment of coke from Salt Lake City, Utah, to San Francisco, Cal., on account of excessive rate.

5867. *Butts Lumber Company v. Central of Georgia Railway Company.* June 26, 1909. Refund of \$500 on 268 cars of lumber, etc., from various points to Columbus, Ga., on account of excessive rate.

5871. *Savannah Lumber Company v. Atlantic Coast Line Railroad Company.* June 1, 1909. Refund of \$42.79 on shipment of building material from Savannah, Ga., to Bristol, Tenn., on account of excessive rate.

5873. *Hilb & Bauer v. Pennsylvania Company.* July 22, 1909. Refund of \$11.25 on 2 shipments of scrap iron from Fort Wayne, Ind., to Newark, Ohio, on account of excessive rate.

5876. *Browne Grain Company v. Union Pacific Railroad Company.* June 29, 1909. Refund of \$16.50 on 1 car of hay from Lupton, Colo., to New Orleans, La., on account of misrouting.

5877. *Graff Furnace Company v. Delaware, Lackawanna & Western Railroad Company.* June 29, 1909. Refund of \$93.44 on 12 cars of range and furnace castings from Dickson, Pa., to New York, N. Y., on account of excessive rate.

5879. *Hays Milling & Elevator Company v. Union Pacific Railroad Company.* August 26, 1909. Refund of \$36.48 on 1 car of flour from Toulon, Kans., to Windsor, Colo., on account of excessive rate.

5880. *Armour & Company v. Pennsylvania Company.* June 15, 1909. Refund of \$3 on shipment of fertilizer from Chicago, Ill., to Springboro, Pa., on account of misrouting.

5881. *Bartlett Commission Company v. St. Louis, Iron Mountain & Southern Railway Company.* November 9, 1909. Refund of \$8 on 6 cars of grain from St. Louis, Mo., to various points, on account of nonallowance for grain doors.

5882. *Russell Grain Company v. Missouri Pacific Railway Company.* August 26, 1909. Refund of \$3.60 on 3 cars of oats and corn from Kansas City, Mo., to various points, on account of excessive rate.

5883. *C. H. Squier & Son Company v. Southern Railway Company.* June 30, 1909. Refund of \$22.40 on 1 car of hay from Linville, Va., to Fernandina, Fla., on account of excessive rate.

5884. *H. J. Seibel, jr., v. Southern Railway Company.* June 1, 1909. Refund of \$3,148.42 on 40 cars of iron ore from Happy Creek, Va., to Harrisburg, Pa., on account of excessive rate.

5892. *Harpers Ferry Paper Company v. Baltimore & Ohio Railroad Company.* September 21, 1909. Refund of \$980.89 on 24 shipments of pulp wood from Hambleton, W. Va., to Harpers Ferry, W. Va., on account of excessive rate.

5893. *E. D. Gould v. Chicago, Burlington & Quincy Railroad Company.* June 15, 1909. Refund of \$219.75 on shipment of discard molasses from Fort Collins, Colo., to Cushing, Nebr., on account of excessive rate.

5896. *California Portland Cement Company v. Southern Pacific Company.* September 13, 1909. Refund of \$217.51 on shipment of cement from Colton, Cal., to Winkelman, Ariz., on account of excessive rate.

5897. *E. Griswold v. Southern Pacific Company.* June 11, 1909. Refund of \$112.55 on shipment of coke from Salt Lake City, Utah, to Mirage, Nev., on account of excessive rate.

5899. *Chicago, St. Paul, Minneapolis & Omaha Railway Company v. Arkansas Southwestern Railway Company.* November 18, 1909. Refund of \$15.21 and payment of \$40.56 on 1 car of lumber from Okolona, Ark., to Minneapolis, Minn., on account of misrouting.

5901. *Lincoln Paint & Color Company v. Chicago, Burlington & Quincy Railroad Company.* November 9, 1909. Refund of \$19.51 on 2 cars of paint and to less-than-carload shipments of paint from Lincoln, Nebr., to Tacoma, Wash., on account of excessive rate.

5905. *H. J. Heinz Company v. Pennsylvania Company.* August 17, 1909. Refund of \$57.10 on shipment of bulk salt from Cleveland, Ohio, to Pittsville, Wis., on account of excessive rate.

5907. *Los Angeles Brewing Company v. Southern Pacific Company.* June 11, 1909. Refund of \$397.36 on 4 shipments of empty beer kegs from Douglas, Ariz., to Los Angeles, Cal., on account of excessive rate.

5908. *Norton Iron Works v. Norfolk & Western Railway Company.* June 11, 1909. Refund of \$6.08 on shipment of nails and wire from Ashland, Ky., to Hickory, N. C., on account of excessive rate.

5909. *S. Samuels & Company v. Houston, East & West Texas Railway Company.* June 17, 1909. Refund of \$26.49 on shipment of cotton linters from Shreveport, La., to Houston, Tex., on account of excessive rate.

5910. *New England Brick Company v. Boston & Albany Railroad Company.* July 29, 1909. Refund of \$105 on shipment of brick from Gonic, N. H., to Pittsfield, Mass., on account of excessive rate.

5935. *Powhatan Coal Company v. Atlantic Coast Line Railroad Company.* November 26, 1909. Refund of \$5.98 on shipment of lime from Strasburg, Va., to Shield's Platform, N. C., on account of excessive rate.

5936. *Gulf Lumber Company v. Atchison, Topeka & Santa Fe Railway Company.* August 11, 1909. Refund of \$185.28 on shipment of planing-mill machinery from St. Louis, Mo., to Nitrain, La., on account of excessive rate.

5937. *P. C. & W. Bidstrup v. Atchison, Topeka & Santa Fe Railway Company.* July 2, 1909. Refund of \$36.97 on shipment of stone from Cottonwood Falls, Kans., to Carrollton, Mo., on account of excessive rate.

5940. *Barnard & Bunker v. Southern Pacific Company.* June 9, 1909. Refund of \$520.14 on 6 shipments of barley from Port Costa, Cal., to Reno, Nev., on account of excessive rate.

5941. *Lawrence-Hensley Fruit Company v. Southern Pacific Company.* July 20, 1909. Refund of \$57.82 on shipment of onions from Mesa, Ariz., to Denver, Colo., on account of excessive rate.

5945. *J. C. Smith & Wallace Company v. Baltimore & Ohio Railroad Company.* October 1, 1909. Refund of \$10.15 on 1 car of salt from Rittman, Ohio, to Newark, N. J., on account of misrouting.

5946. *Great Western Cereal Company v. Baltimore & Ohio Railroad Company.* June 11, 1909. Refund of \$12 on 1 car of corn meal from East Akron, Ohio, to Boston, Mass., on account of misrouting.

5949. *Weiner Lumber Company v. Elgin, Joliet & Eastern Railway Company.* June 28, 1909. Refund of \$39.72 on 2 shipments of logs from Dyer, Ill., to Joliet, Ill., on account of excessive rate.

5950. *R. J. Reynolds Tobacco Company v. Southern Railway Company.* July 2, 1909. Refund of \$1.71 on shipment of plug tobacco from Winston-Salem, N. C., to Covington, Va., on account of excessive rate.

5951. *Hobbs & Knight v. Atlantic Coast Line Railroad Company.* June 23, 1909. Refund of \$41.16 on shipment of farm wagons from Wilson, N. C., to Tampa, Fla., on account of excessive rate.

5952. *I. A. Lumbar v. Atchison, Topeka & Santa Fe Railway Company.* July 30, 1909. Refund of \$57 on shipment of emigrant movables from Hope, Ark., to Rocky Ford, Colo., on account of excessive rate.

5953. *C. B. Detweiler v. Atchison, Topeka & Santa Fe Railway Company.* June 17, 1909. Refund of \$7.50 on shipment of apples from Newton, Kans., to La Junta, Colo., on account of excessive rate.

5954. *Warner Fence Company v. Atchison, Topeka & Santa Fe Railway Company.* June 17, 1909. Refund of \$29.25 on shipment of wire fence from Ottawa, Kans., to Fowler, Colo., on account of excessive rate.

5955. *Sodeman Heat & Power Company v. Louisville & Nashville Railroad Company.* August 20, 1909. Refund of \$94.94 on 4 shipments of pig iron from Anniston, Ala., to Edwardsville, Ill., on account of excessive rate.

5956. *Plain City Canning Company v. Southern Pacific Company.* July 15, 1909. Refund of \$1.85 on shipment of tin cans from Maywood, Ill., to West Weber, Utah, on account of excessive rate.

5957. *Broadview Dairy Company v. Northern Pacific Railway Company.* November 10, 1909. Refund of \$36.60 on 6 cars of cattle from Kooshia, Idaho, to Marshall, Wash., on account of excessive rate.

5959. *Mallinckrodt Chemical Works v. Philadelphia & Reading Railway Company.* September 15, 1909. Refund of \$571.75 on 4 shipments of cocoa leaves from Philadelphia, Pa., to St. Louis, Mo., on account of excessive rate.

5960. *Sanford Richards v. Chicago, Burlington & Quincy Railroad Company.* May 15, 1909. Refund of \$7.94 on 2 shipments of rye and oats from Orleans, Nebr., to Kansas City, Mo., on account of excessive rate.

5961. *Carnegie Steel Company v. Chicago, Rock Island & Pacific Railway Company.* October 4, 1909. Refund of \$32.30 on shipment of steel plates from Munhall, Pa., to El Paso, Tex., on account of excessive rate.

5963. *Lebow & Company v. Baltimore & Ohio Railroad Company.* June 15, 1909. Refund of \$20 on shipment of scrap iron from Monongah, W. Va., to Bellaire, Ohio, on account of excessive rate.

5964. *Weyerhaeuser & Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* July 9, 1909. Refund of \$2.78 on shipment of wood for fuel from Haugen, Wis., to Lewisville, Minn., on account of excessive rate.

5975. *Hartman Furniture & Carpet Company v. Chicago, Indianapolis & Louisville Railway Company.* October 5, 1909. Refund of \$33.30 on shipment of furniture from Bloomington, Ind., to Minneapolis, Minn., on account of excessive rate.

5979. *B. H. Wess Grain & Coal Company v. Louisville & Nashville Railroad Company.* June 29, 1909. Refund of \$35.09 on 2 shipments of cotton-seed hulls from Memphis, Tenn., to Lockland, Ohio, on account of excessive rate.

5980. *Alabama Grocery Company v. Nashville, Chattanooga & St. Louis Railway.* June 23, 1909. Refund of \$12 and waives collection of undercharge of \$18 on shipment of potatoes from Columbia, Tenn., to Huntsville, Ala., on account of excessive rate.

5981. *Copper Queen Consolidated Mining Company v. El Paso & Southwestern System.* July 23, 1909. Refund of \$376.90 on shipment of pig iron from Milwaukee, Wis., to Douglas, Ariz., on account of excessive rate.

5982. *Logan & Company v. Louisville & Nashville Railroad Company.* August 14, 1909. Refund of \$16 on shipment of hay from Woodlawn, Ill., to Nashville, Tenn., on account of excessive rate.

5984. *The Carey Commission Company v. Atchison, Topeka & Santa Fe Railway Company.* June 16, 1909. Refund of \$49.20 on shipment of grapes from Joliet, Ill., to Independence, Kans., on account of excessive rate.

5985. *McLean Lumber Company v. Nashville, Chattanooga & St. Louis Railway.* July 29, 1909. Refund of \$810.17 on 118 cars of logs from Bridgeport, Ala., to Chattanooga, Tenn., on account of excessive rate.

5987. *Stetson-Barrett Company v. Las Vegas & Tonopah Railroad Company.* October 16, 1909. Refund of \$86.42 on shipment of sugar from Los Alamitos, Cal., to Goldfield, Nev., on account of excessive rate.

5991. *Fowler & Pay and Weyerhaeuser & Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* August 2, 1909. Refund of \$34.60 and waives collection of undercharge of \$16.69 on shipment of wood for fuel from Trego, Wis., to Mankato, Minn., on account of excessive rate.

5992. *J. F. Anderson Lumber Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* June 11, 1909. Refund of \$40.96 on shipment of wood from Spring Valley, Wis., to Mitchell, S. Dak., on account of excessive rate.

5994. *General Electric Company v. Boston & Maine Railroad.* July 21, 1909. Refund of \$40.52 on 2 cars of steel from Everett, Mass., to Schenectady, N. Y., on account of excessive rate.

5995. *Schwarzschild & Sulzberger Company v. Baltimore & Ohio Railroad Company.* September 24, 1909. Refund of \$66.60 on 3 shipments of dressed beef from Chicago, Ill., to Richmond, Va., on account of excessive rate.

5996. *L. F. Shoemaker & Company v. Central Railroad Company of New Jersey.* September 9, 1909. Refund of \$16.20 on shipment of structural steel from Jersey City, N. J., to Pottstown, Pa., on account of excessive rate.

5997. *Price Cereal Food Company v. Chicago, Rock Island & Pacific Railway Company.* November 23, 1909. Refund of \$143.21 on shipment of rolled oats from Riverside, Iowa, to Tucson, Ariz., on account of excessive rate.

5998. *Anthony Atwood v. New York, New Haven & Hartford Railroad Company.* July 9, 1909. Refund of \$11.70 on 1 car of cement from New Village, N. J., to Plymouth, Mass., on account of excessive rate.

6000. *American Sheet & Tin Plate Company v. Baltimore & Ohio Railroad Company.* November 16, 1909. Refund of \$5.41 on shipment of plate steel from Bridgeport, Ohio, to Aurora, Ill., on account of excessive rate.

6005. *Kingman Milling Company v. Atchison, Topeka & Santa Fe Railway Company.* June 26, 1909. Refund of \$60 on shipment of flour from Kingman, Kans., to Rocky Ford, Colo., on account of excessive rate.

6006. *United Sash & Door Company v. Atchison, Topeka & Santa Fe Railway Company.* November 12, 1909. Refund of \$37.48 on shipments of sash and doors from Wichita, Kans., to Oklahoma City, Okla., on account of excessive rate.

6009. *Marshfield, Tearse & Noyes v. Illinois Central Railroad Company.* October 5, 1909. Refund of \$52 on various shipments of corn from various points in Iowa and Illinois to Chicago, Ill., on account of nonabsorption of switching charges.

6020. *Duluth Log Company v. Northern Pacific Railway Company.* June 25, 1909. Refund of \$1.20 on shipment of cedar poles from Blueberry, Wis., to Hamlin, Iowa, on account of nonallowance for stake equipment.

6023. *Duluth Log Company v. Northern Pacific Railway Company.* October 27, 1909. Refund of \$1.35 on shipment of cedar poles from Northome, Minn., to Gallatin, Mo., on account of excessive rate.

6025. *George A. Lowe & Company v. Union Pacific Railroad Company.* July 30, 1909. Refund of \$101 on 1 car of cement plaster from Portland, Colo., to Ogden, Utah, on account of excessive rate.

6027. *Ohio Iron & Metal Company v. Chicago Southern Railway Company.* July 13, 1909. Refund of \$6.35 on shipment of scrap iron from Chicago, Ill., to Newburg, Ohio, on account of excessive rate.

6028. *Vogeler Seed & Produce Company v. Pacific Express Company.* October 4, 1909. Refund of \$28.55 on shipment of dressed turkeys from Nampa, Idaho, to Salt Lake City, Utah, on account of excessive rate.

6029. *Ault Woodenware Company v. Central Indiana Railway Company.* August 23, 1909. Refund of \$28.92 on shipment of bottles from Lapel, Ind., to Bristol, Tenn., on account of misrouting.

6031. *Bemis Omaha Bag Company v. Southern Railway Company.* June 1, 1909. Refund of \$3.10 on 3 shipments of cotton shoddy lining from Philadelphia, Pa., to Omaha, Nebr., on account of excessive rate.

6033. *Pittsburg Iron Paint Company v. Pennsylvania Railroad Company.* October 7, 1909. Refund of \$13 on shipment of paint from Allegheny, Pa., to Brooklyn, N. Y., on account of misrouting.

6034. *Hy. J. Arnold v. Atchison, Topeka & Santa Fe Railway Company.* June 15, 1909. Refund of \$24 on shipment of flour and corn meal from Sterling, Kans., to Las Animas, Colo., on account of excessive rate.

6037. *Speyer & Sons v. Southern Railway Company.* September 16, 1909. Refund of \$448.71 on shipments of hides from Asheville, N. C., to Lexington, Ky., on account of excessive rate.

6041. *Gulf Refining Company v. Yazoo & Mississippi Valley Railroad Company.* August 14, 1909. Refund of \$41.92 on shipment of gasoline oil from Natchez, Miss., to Nashville, Tenn., on account of excessive rate.

6042. *Trethaway Brothers v. Central Railroad Company of New Jersey.* July 16, 1909. Refund of \$1.50 on shipment of lard cans from Parsons, Pa., to Cleveland, Ohio, on account of misrouting.

6043. *J. T. Nice v. Morgan's Louisiana & Texas Railroad & Steamship Company.* October 18, 1909. Refund of \$13.15 on 1 car of coal from East Cartersville, Ill., to Lake Charles, La., on account of excessive rate.

6044. *Lawrence Brothers Company (Limited) v. Morgan's Louisiana & Texas Railroad & Steamship Company.* August 27, 1909. Refund of \$98.60 on 4 cars of coal from Murphysboro, Ill., to Gueydan, La., on account of excessive rate.

6048. *Owen Brothers v. Southern Pacific Company.* June 17, 1909. Refund of \$72.15 on shipment of sweet potatoes from Turlock, Cal., to Salt Lake City, Utah, on account of excessive rate.

6050. *Berkley Box & Lumber Company v. Norfolk & Southern Railway Company.* July 1, 1909. Refund of \$424.94 on 12 shipments of box shooks from Suffolk, Va., to New York, N. Y., on account of excessive rate.

6053. *Acme Cement Plaster Company v. St. Louis & San Francisco Railroad Company.* July 8, 1909. Refund of \$9.90 on shipment of cement plaster from Marlow, Okla., to Old Orchard, Mo., on account of excessive rate.

6054. *Lufkin Land & Lumber Company v. St. Louis Southwestern Railway Company of Texas.* June 30, 1909. Refund of \$245.47 on 8 shipments of coal from Greenwood, Ark., to Farber, Tex., on account of excessive rate.

6055. *Sioux City Seed & Nursery Company v. Chicago, Rock Island & Pacific Railway Company.* August 11, 1909. Refund of \$22.91 on shipment of melon seeds from Liberal, Kans., to Sioux City, Iowa, on account of misrouting.

6057. *Twin City Fuel Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* July 7, 1909. Refund of \$41.68 on shipment of wood from Weston, Wis., to Mitchell, S. Dak., on account of excessive rate.

6059. *Cotton Collar Company v. St. Louis Southwestern Railway Company of Texas.* August 16, 1909. Refund of \$180 on shipment of cotton-seed hull shavings from Memphis, Tenn., to North Fort Worth, Tex., on account of excessive rate.

6063. *Redman, Magee & Company v. Mobile & Ohio Railroad Company.* September 15, 1909. Refund of \$5.40 on 27 cars of grain from Cairo, Ill., to various points, on account of excessive rate.

6064. *Dupont Powder Company v. Erie Railroad Company.* September 11, 1909. Refund of \$108.36 on 3 cars of steel from Wayne, N. J., to Newbridge, Del., on account of excessive rate.

6066. *Empire Grain Company v. Chicago, Rock Island & Gulf Railway Company.* July 23, 1909. Refund of \$100 on 62 cars of grain from various points to Fort Worth, Tex., on account of excessive rate.

6068. *Canton Bridge Company v. Baltimore & Ohio Railroad Company.* November 13, 1909. Refund of \$6.29 on 3 cars of iron beams and channels from Munhall, Pa., to Canton, Ohio, on account of excessive rate.

6069. *Cox-Hall Commission Company v. Atchison, Topeka & Santa Fe Railway Company.* June 26, 1909. Refund of \$11.80 on 2 cars of live stock from El Paso, Tex., to Las Cruces, N. Mex., on account of excessive rate.

6070. *H. S. Collins v. Chicago & Northwestern Railway Company.* July 29, 1909. Refund of \$12 on 1 passenger fare from Sheboygan, Wis., to Premont, Tex., on account of error in tariff.

6072. *National Produce Distributing Company v. Mobile & Ohio Railroad Company.* October 29, 1909. Refund of \$9.67 on shipment of tomatoes from Humboldt, Tenn., to Minneapolis, Minn., on account of excessive rate.

6075. *Simmons Hardware Company v. Chicago, Rock Island & Pacific Railway Company.* September 7, 1909. Refund of \$33.72 on 2 shipments of screen doors from Minneapolis, Minn., to St. Louis, Mo., on account of excessive rate.

6077. *National Candy Company v. Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company.* June 18, 1909. Refund of \$0.50 on shipment of candy from Indianapolis, Ind., to Cincinnati, Ohio, on account of misrouting.

6078. *Mill Shoals Cooperage Company v. St. Louis & San Francisco Railroad Company.* November 16, 1909. Refund of \$7.50 on shipment of staves from Boynton, Ark., to South Omaha, Nebr., on account of excessive rate.

6079. *Acme Cement Plaster Company v. St. Louis & San Francisco Railroad Company.* June 28, 1909. Refund of \$9.90 on shipment of cement plaster from Marlow, Okla., to Old Orchard, Mo., on account of excessive rate.

6080. *National Petroleum Association v. Virginia & Southwestern Railway Company.* July 15, 1909. Refund of \$16 on shipment of empty barrels from Stonega, Va., to Philadelphia, Pa., on account of excessive rate.

6081. *Sparta Spoke Factory v. Nashville, Chattanooga & St. Louis Railway.* July 9, 1909. Refund of \$119.86 on shipment of spokes from Chattanooga, Tenn., to Sparta, Tenn., on account of excessive rate.

6084. *Coffeyville Vitrified Brick & Tile Company v. Missouri Pacific Railway Company.* October 29, 1909. Refund of \$31.55 on shipment of brick from Independence, Kans., to Woodston, Kans., on account of excessive rate.

6085. *Columbus Show Case Company v. Southern Railway Company.* July 3, 1909. Refund of \$16.50 on shipment of show case from Columbus, Ga., to Wiggins, Miss., on account of excessive rate.

6087. *Wasmer Fruit Company v. Chicago, Burlington & Quincy Railroad Company.* July 26, 1909. Refund of \$81.25 on shipment of grapes from Silver Creek, N. Y., to Deadwood, S. Dak., on account of excessive rate.

6088. *C. A. Smurthwaite Produce Company v. San Pedro, Los Angeles & Salt Lake Railroad Company.* June 22, 1909. Refund of \$7.31 on shipment of barley from Fielding, Utah, to Ontario, Colo., on account of excessive rate.

6089. *Chinskey & Kaplan v. Chicago & Eastern Illinois Railroad Company.* July 7, 1909. Refund of \$14.50 on shipment of watermelons from Malden, Mo., to Chicago, Ill., on account of excessive rate.

6093. *A. Milton Robinson v. Southern Pacific Company.* June 23, 1909. Refund of \$111.76 on 2 cars of calves from Cambray, N. Mex., to El Paso, Tex., on account of excessive rate.

6095. *Kansas City, Mexico & Orient Railway Company v. Southern Pacific Company.* September 27, 1909. Refund of \$503.84 on 16 cars of rails and fastenings from Chihuahua, Mexico, to Topolobampo, Mexico, on account of excessive rate.

6113. *Morris & Company v. New York Central & Hudson River Railroad Company.* October 7, 1909. Refund of \$66 on 11 cars of cattle from Genesee Valley Junction, N. Y., to Boston, Mass., on account of excessive rate.

6116. *Pfister & Vogel Leather Company v. Chicago, Milwaukee & St. Paul Railway Company.* November 17, 1909. Refund of \$15.93 on shipment of hides from Globe, Ill., to Milwaukee, Wis., on account of excessive rate.

6117. *Louis Kowalski v. Morgan's Louisiana & Texas Railroad & Steamship Company.* June 28, 1909. Refund of \$33 on 1 car of bones from Brownsville, Tex., to New Orleans, La., on account of excessive rate.

6119. *The Simon Cook Company v. Illinois Central Railroad Company.* June 26, 1909. Refund of \$10.83 on shipment of scrap iron from Champaign, Ill., to Michigan City, Ind., on account of excessive rate.

6120. *E. W. Ormsby v. Union Pacific Railroad Company.* June 19, 1909. Refund of \$21.20 on 1 car of baled hay from Central City, Nebr., to Fort Collins, Colo., on account of excessive rate.

6121. *Gulf Refining Company of Louisiana v. Texarkana & Fort Smith Railway Company.* June 22, 1909. Refund of \$178.55 on 5 cars of oil-well supplies from Beaumont, Tex., to Mooringsport, La., on account of excessive rate.

6122. *Pacific High Explosive Company v. Southern Pacific Company.* October 16, 1909. Refund of \$251.93 on shipment of high explosives from Robert, Cal., to El Paso, Tex., on account of excessive rate.

6123. *National Rice Milling Company and S. Locke Breaux v. Morgan's Louisiana & Texas Railroad & Steamship Company.* September 11, 1909. Waives collection of undercharge of \$4,195.68 on 18 cars of rough rice from Sims, Tex., to New Orleans, La., on account of excessive rate.

6124. *Columbia Feed Yard v. Las Vegas & Tonopah Railroad Company.* October 22, 1909. Waives collection of undercharge of \$74.10 on shipment of hay from Heber City, Utah, to Goldfield, Nev., on account of excessive rate.

6127. *Diamond Match Company v. Wisconsin Central Railway Company.* July 22, 1909. Refund of \$14.21 on shipment of matches from Oshkosh, Wis., to Peoria, Ill., on account of excessive rate.

6128. *First Trust & Savings Bank v. American Express Company.* July 8, 1909. Refund of \$532.15 on shipment of notes and accounts from Chicago, Ill., to New York, N. Y., on account of excessive rate.

6129. *Armour & Company v. Houston & Texas Central Railroad Company.* July 20, 1909. Refund of \$32.93 on shipment of lard from Fort Worth, Tex., to New Orleans, La., on account of excessive rate.

6130. *Armour & Company v. Houston & Texas Central Railroad Company.* July 8, 1909. Refund of \$59.84 on 3 shipments of packing-house products from Fort Worth, Tex., to New Orleans, La., on account of excessive rate.

6155. *Roy Campbell v. San Antonio & Aransas Pass Railway Company.* July 9, 1909. Refund of \$42.93 on 2 shipments of watermelons from Mathis and Saspamco, Tex., to Bisbee, Ariz., on account of excessive rate.

6156. *Moomaw-Horton Company v. Norfolk & Western Railway Company.* July 22, 1909. Refund of \$14.92 on shipment of canned tomatoes from Glenvar, Va., to Ashland, Ky., on account of excessive rate.

6160. *A. J. Butte Milling Company v. Missouri Pacific Railway Company.* September 16, 1909. Refund of \$35.02 on 4 cars of wheat at Kansas City, Mo., on account of excessive switching charges.

6161. *Ismert-Hincke Milling Company v. Missouri Pacific Company.* September 20, 1909. Refund of \$87.57 on 9 cars of wheat at Kansas City, Mo., on account of excessive switching charges.

6162. *Coffeyville Shale Brick Company v. Missouri Pacific Railway Company.* October 29, 1909. Refund of \$3.33 on 1 car of brick from Coffeyville, Kans., to Blair, Okla., on account of excessive rate.

6164. *Griswold Seed Company v. Chicago, Burlington & Quincy Railroad Company.* July 3, 1909. Refund of \$36 on shipment of seed from Lincoln, Nebr., to Longmont, Colo., on account of excessive rate.

6165. *Ogden & Platt v. Philadelphia & Reading Railway Company.* August 23, 1909. Refund of \$37.23 on shipment of slag from Swedeland, Pa., to Port Norris, N. J., on account of excessive rate.

6166. *Frank Mitchell v. Missouri, Kansas & Texas Railway Company.* June 28, 1909. Refund of \$32.02 on shipment of cattle from Clearview, Okla., to National Stock Yards, Ill., on account of excessive rate.

6167. *Jos. E. Thropp v. Pennsylvania Railroad Company.* August 30, 1909. Refund of \$685.14 on 12 cars of iron ore from Port Henry, N. Y., to Saxton, Pa., on account of excessive rate.

6169. *Hilb & Bauer v. Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company.* August 23, 1909. Refund of \$9.14 on 1 car of scrap iron from Elwood, Ind., to Follansbee, W. Va., on account of excessive rate.

6171. *Maryland Wood Fibre Plaster & Supply Company v. Cumberland & Pennsylvania Railroad Company.* August 30, 1909. Refund of \$25.03 on 1 car of coal from Cumberland, Md., to Siding, 4 miles distant, on account of excessive rate.

6174. *Western Meat Company v. Union Pacific Railroad Company.* July 29, 1909. Refund of \$99 on 6 cars of sheep from Timmath, Colo., to South San Francisco, Cal., on account of excessive rate.

6175. *R. W. Dockstader v. Missouri Pacific Railway Company.* June 26, 1909. Refund of \$16.80 on 14 cars of grain on account of nonallowance for grain doors.

6177. *C. H. Carlton v. Missouri Pacific Railway Company.* August 20, 1909. Refund of \$16.80 on 14 cars of grain from Cawker, Kans., to Kansas City, Mo., on account of nonallowance for grain doors.

6178. *Solvay Process Company v. Detroit, Toledo & Ironton Railway Company.* July 28, 1909. Refund of \$99 on 3 cars of soda ash from Detroit, Mich., to Alton, Ill., on account of excessive rate.

6179. *Milburn Wagon Company v. Morgan's Louisiana & Texas Railroad & Steamship Company.* September 16, 1909. Refund of \$17.43 on 1 car of farm wagons from Toledo, Ohio, to Crowley, La., on account of excessive rate.

6182. *The Texas Company v. Kansas City Southern Railway Company.* October 18, 1909. Refund of \$233.64 on 7 shipments of oil from Port Arthur, Tex., to Lake Charles, La., on account of excessive rate.

6183. *Copper Queen Consolidated Mining Company v. El Paso & Southwestern System.* August 11, 1909. Refund of \$934.38 on shipment of pig iron from Milwaukee, Wis., to Douglas, Ariz., on account of excessive rate.

6185. *Cameron & Hawn v. New York Central & Hudson River Railroad Company.* July 20, 1909. Refund of \$13.50 on shipment of fence posts from State Line, Mass., to West Albany, N. Y., on account of excessive rate.

6186. *German Brewing Company v. Baltimore & Ohio Railroad Company.* August 16, 1909. Refund of \$42 on 3 shipments of ice from Cumberland, Md., to Paw Paw, W. Va., on account of excessive rate.

6187. *L. H. Oliver v. Eastern Railway of New Mexico System.* June 28, 1909. Refund of \$32 on shipment of sand from River Stockyards, N. Mex., to Portales, N. Mex., on account of excessive rate.

6188. *Phoenix Cotton Oil Company v. St. Louis, Iron Mountain & Southern Railway Company.* September 23, 1909. Refund of \$18.90 on 2 shipments of cotton from Black Oak, Ark., to Memphis, Tenn., on account of excessive rate.

6189. *A. L. Wolff & Company v. St. Louis, Iron Mountain & Southern Railway Company.* July 2, 1909. Refund of \$13.38 on shipment of cotton from Lake City, Ark., to Memphis, Tenn., on account of excessive rate.

6190. *Swift & Company v. Kansas City Southern Railway Company.* November 12, 1909. Refund of \$39 on shipment of soap from Fort Worth, Tex., to Lake Charles, La., on account of excessive rate.

6191. *Atlantic Refining Company v. Pennsylvania Railroad Company.* November 22, 1909. Refund of \$20.22 on 2 cars of oil from Philadelphia, Pa., to Catasauqua, Pa., on account of excessive rate.

6192. *D. O. Cunningham Glass Company v. Pennsylvania Railroad Company.* June 29, 1909. Refund of \$23.40 on shipment of mineral bottles from Pittsburg, Pa., to Blossburg, Ala., on account of excessive rate.

6193. *Senter Commission Company v. St. Louis, Iron Mountain & Southern Railway Company.* July 2, 1909. Refund of \$19.45 on shipment of cotton from Monette, Ark., to Bixby, Ill., on account of excessive rate.

6194. *Wooton Land & Fuel Company v. Atchison, Topeka & Santa Fe Railway Company.* July 9, 1909. Refund of \$15.97 on shipment of coal from Wooton, Colo., to Tipton, N. Mex., on account of excessive rate.

6198. *The Penrod Walnut & Veneer Company v. Missouri, Kansas & Texas Railroad Company.* July 8, 1909. Refund of \$78.65 on 4 cars of walnut logs from Hartford, Kans., to Kansas City, Mo., on account of excessive rate.

6200. *Dean & Company v. Wisconsin Central Railway Company.* November 16, 1909. Refund of \$56.58 on shipment of spring wagons from Richmond, Ind., to Minneapolis, Minn., on account of excessive rate.

6201. *Rand Powder Company v. Louisville & Nashville Railroad Company.* July 9, 1909. Refund of \$102.05 on shipment of powder from Dossett, Tenn., to Cincinnati, Ohio, destined to Camden, Pa., on account of excessive rate.

6202. *Rand Powder Company v. Louisville & Nashville Railroad Company.* July 9, 1909. Refund of \$102.05 on shipment of powder from Dossett, Tenn., to Cincinnati, Ohio, destined to Lucyville, Pa., on account of excessive rate.

6203. *J. B. Bostick v. Atlantic Coast Line Railroad Company.* June 29, 1909. Refund of \$625.01 on 12 shipments of watermelons from Ridgeland, S. C., to Philadelphia, Pa., on account of excessive rate.

6204. *Western Rock Salt Company v. Chicago & Northwestern Railway Company.* July 9, 1909. Refund of \$31.36 on shipment of salt from Lyons, Kans., to Glen Rock, Wyo., on account of excessive rate.

6205. *Fort Madison Chair Company v. Atchison, Topeka & Santa Fe Railway Company.* July 9, 1909. Refund of \$158.93 on 5 shipments of handle timber from Elmer, Mo., to Fort Madison, Iowa, on account of excessive rate.

6206. *W. A. Gage & Company v. St. Louis, Iron Mountain & Southern Railway Company.* July 30, 1909. Refund of \$44.95 on 6 shipments of cotton from Manila, Ark., to Memphis, Tenn., on account of excessive rate.

6207. *Armour Packing Company v. Philadelphia, Baltimore & Washington Railroad Company.* June 29, 1909. Refund of \$8.50 on shipment of cord wood from Mullikin, Md., to Washington, D. C., on account of excessive rate.

6209. *The Wilkoff Brothers Company v. Pennsylvania Company.* October 7, 1909. Refund of \$10.40 on 1 car of scrap iron from Walford, Pa., to Youngstown, Ohio, on account of excessive rate.

6211. *Helmers Manufacturing Company v. Atchison, Topeka & Santa Fe Railway Company.* July 2, 1909. Waives collection of undercharge of \$204.42 on shipments of furniture from Kenosha, Wis., to Kansas City, Mo., on account of excessive rate.

6214. *J. C. Pearson Company v. Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company.* July 30, 1909. Refund of \$11.25 on 1 car of wire nails from Kokomo, Ind., to Alton, Ill., on account of excessive rate.

6221. *C. F. Wilken v. Atchison, Topeka & Santa Fe Railway Company.* July 7, 1909. Refund of \$42.92 on shipment of wood from Berino, N. Mex., to El Paso, Tex., on account of excessive rate.

6222. *Henry J. Arnold v. Atchison, Topeka & Santa Fe Railway Company.* July 7, 1909. Refund of \$18.75 on shipment of flour and feed from Sterling, Kans., to Rocky Ford, Colo., on account of excessive rate.

6223. *Bloom's Son Company v. Morgan's Louisiana & Texas Railroad & Steamship Company.* July 8, 1909. Refund of \$99.11 on 1 car of rice bran from Nederland, Tex., to New Orleans, La., on account of excessive rate.

6224. *Jos. T. Ryerson & Son v. Chicago & Northwestern Railway Company.* July 29, 1909. Refund of \$1.90 on shipment of iron pipe from Norfolk, Nebr., to Chicago, Ill., on account of excessive rate.

6226. *Vulture Mines Company v. Santa Fe, Prescott & Phoenix Railway Company.* September 21, 1909. Refund of \$293.28 on shipment of well-boring outfit from Los Angeles, Cal., to Wickenburg, Ariz., on account of excessive rate.

6228. *John Mundt v. South Dakota Central Railway Company.* August 14, 1909. Refund of \$36.82 on shipment of bulk corn from Crooks, S. Dak., to La Crosse, Wis., on account of excessive rate.

6230. *I. P. Thomas & Son Company v. Pennsylvania Railroad Company.* July 15, 1909. Refund of \$27 on 1 car of fertilizer from Camden, N. J., to Bridgeton, Pa., on account of excessive rate.

6234. *Rankin Cable & Son v. Kansas City Southern Railway Company.* July 26, 1909. Refund of \$68 on shipment of cotton-seed meal from Fort Smith, Ark., to Cleveland, Mo., on account of excessive rate.

6235. *H. S. Hartley v. Kansas City Southern Railway Company.* July 7, 1909. Refund of \$85 on shipment of cotton-seed meal from Fort Smith, Ark., to Merwin, Mo., on account of excessive rate.

6236. *Stockyards Cotton & Linseed Meal Company v. Kansas City Southern Railway Company.* September 2, 1909. Refund of \$329 on 2 shipments of cotton-seed meal from Shreveport, La., to Merwin, Mo., on account of excessive rate.

6246. *American Iron & Steel Manufacturing Company and L. Bruner & Company v. Philadelphia & Reading Railway Company.* August 30, 1909. Refund of \$48 on 2 cars of scrap iron from Grenloch, N. J., to Lebanon, Pa., on account of excessive rate.

6249. *Grunert Cheese Company v. Illinois Central Railroad Company.* November 12, 1909. Refund of \$23.80 on 3 cars of cheese from Argyle, Wis., to Chicago, Ill., on account of excessive rate.

6252. *Central Lumber Company v. Seaboard Air Line Railway.* October 5, 1909. Refund of \$33.91 on shipment of lumber from Grandy, Va., to Cleveland, Ohio, on account of excessive rate.

6257. *Charles T. Abeles & Company v. Chicago, Rock Island & Pacific Railway Company.* November 16, 1909. Refund of \$57.27 on shipment of lumber from Little Rock, Ark., to Fort Smith, Ark., on account of excessive rate.

6258. *Colburn Brothers v. Atchison, Topeka & Santa Fe Railway Company.* July 9, 1909. Refund of \$51.07 on 1 car of flour, etc., from McPherson, Kans., to Fowler, Colo., on account of excessive rate.

6260. *Fidelity Coal Mining Company v. Atchison, Topeka & Santa Fe Railway Company.* November 18, 1909. Waives collection of undercharge of \$1,210.70 on 50 cars of coal from Radley, Kans., to Kansas City, Mo., on account of excessive rate.

6261. *Cherokee Fuel Company v. Atchison, Topeka & Santa Fe Railway Company.* November 1, 1909. Waives collection of undercharge of \$629.48 on shipment of coal from Radley, Kans., to Kansas City, Mo., on account of excessive rate.

6262. *Kansas City Coal & Fuel Company v. Atchison, Topeka & Santa Fe Railway Company.* November 10, 1909. Waives collection of undercharge of \$17.69 on shipment of coal from Radley, Kans., to Kansas City, Mo., on account of excessive rate.

6265. *H. C. Eve & Company v. Georgia Railroad Company.* July 23, 1909. Refund of \$91.47 on 2 cars of cowpeas from Augusta, Ga., to Memphis, Tenn., on account of excessive rate.

6269. *Caney Brick Company v. Atchison, Topeka & Santa Fe Railway Company.* July 9, 1909. Refund of \$41.21 on shipment of brick from Caney, Kans., to Holly, Colo., on account of excessive rate.

6270. *Abernathy Furniture Company v. Atchison, Topeka & Santa Fe Railway Company.* July 16, 1909. Refund of \$116.06 on 12 shipments of brass beds, etc., from Kenosha, Wis., to Kansas City, Mo., on account of excessive rate.

6271. *A. S. Lamberton v. Central Railroad Company of New Jersey.* November 27, 1909. Refund of \$98.75 on 10 cars of potatoes from Freehold, N. J., to various points, on account of nonallowance for potato doors.

6277. *United States Leather Company v. Louisville & Nashville Railroad Company.* September 15, 1909. Refund of \$682.99 on 10 shipments of leather from Middlesboro, Ky., to Cincinnati, Ohio, on account of excessive rate.

6278. *Mills Novelty Company v. Atchison, Topeka & Santa Fe Railway Company.* August 27, 1909. Refund of \$2,030.40 on 3 cars of slot machines from San Francisco, Cal., to Chicago, Ill., on account of excessive rate.

6280. *United States Leather Company v. Louisville & Nashville Railroad Company.* July 29, 1909. Refund of \$617.13 on 9 shipments of leather from Middlesboro, Ky., to Chicago, Ill., on account of excessive rate.

6281. *Phoenix Ice Manufacturing Company v. Pennsylvania Railroad Company.* August 23, 1909. Refund of \$81 on 3 cars of ice from Phoenixville, Pa., to Seaside Park and High Point, N. J., on account of excessive rate.

6286. *Kansas City Coal & Fuel Company v. Atchison, Topeka & Santa Fe Railway Company.* July 20, 1909. Refund of \$17.76 on shipment of coal from Radley, Kans., to Kansas City, Mo., on account of excessive rate.

6287. *B. R. Ells v. Southern Pacific Company.* July 2, 1909. Refund of \$145.47 on 1 car of crude oil from Redondo, Cal., to Kelvin, Ariz., on account of excessive rate.

6288. *Fresh Pond Ice Company v. Boston & Maine Railroad.* July 29, 1909. Refund of \$204.30 on 18 cars of ice from Brookline, N. H., to Providence, R. I., on account of excessive rate.

6289. *American Tobacco Company v. Chicago & Northwestern Railway Company.* July 20, 1909. Refund of \$6.50 on shipment of leaf tobacco from Evansville, Wis., to Louisville, Ky., on account of excessive rate.

6290. *Franklin Sugar Refining Company v. Philadelphia & Reading Railway Company.* October 7, 1909. Refund of \$201.55 on 8 cars of sugar from Philadelphia, Pa., to Port Richmond, Philadelphia, Pa., on account of excessive rate.

6291. *American Tobacco Company v. Chicago & Northwestern Railway Company.* July 20, 1909. Refund of \$12.96 on 2 cars of tobacco from Deerfield, Wis., to Louisville, Ky., on account of excessive rate.

6292. *M. T. Shepherdson Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* August 16, 1909. Refund of \$27.70 on shipment of wheat from Groton, S. Dak., to Superior, Wis., on account of excessive rate.

6293. *Hossfeld Trunk Manufacturing Company v. Atchison, Topeka & Santa Fe Railway Company.* September 11, 1909. Refund of \$24.34 on shipment of trunks from Kansas City, Mo., to Holbrook, Ariz., on account of excessive rate.

6294. *Detroit Chemical Works v. Northern Central Railway Company.* June 28, 1909. Refund of \$59.27 on 50 cars of imported pyrites from Baltimore, Md., to Detroit, Mich., on account of excessive rate.

6295. *Pioneer Fruit Company v. Wells Fargo & Company.* July 23, 1909. Refund of \$116.41 on shipment of asparagus from Sacramento, Cal., to New York, N. Y., on account of excessive rate.

6296. *Pioneer Fruit Company v. Wells Fargo & Company.* July 23, 1909. Refund of \$116.41 on shipment of asparagus from Sacramento, Cal., to New York, N. Y., on account of excessive rate.

6297. *Louis Kowalski v. Morgan's Louisiana & Texas Railroad & Steamship Company.* July 28, 1909. Refund of \$72.33 on 2 cars of bones from Brownsville, Tex., to New Orleans, La., on account of excessive rate.

6299. *Friedlaender & Oliven Company v. Morgan's Louisiana & Texas Railroad & Steamship Company.* July 20, 1909. Refund of \$55.80 on 4 cars of staves from Leonville, La., to New Orleans, La., on account of excessive rate.

6300. *Universal Portland Cement Company v. Wabash-Pittsburg Terminal Railway Company.* September 15, 1909. Refund of \$12.82 on shipment of cement from Universal, Pa., to Chagrin Falls, Ohio, on account of excessive rate.

6302. *Boydton Lumber & Manufacturing Company v. Southern Railway Company.* August 14, 1909. Refund of \$9.52 on shipment of lumber from Boydton, Va., to McKees Rocks, Pa., on account of excessive rate.

6303. *Worcester Lumber Company v. Duluth, South Shore & Atlantic Railway Company.* July 9, 1909. Refund of \$13.53 on shipment of piling from Raymond, Mich., to Superior, Wis., on account of excessive rate.

6305. *Sterling Manufacturers & Shippers Association v. Chicago, Burlington & Quincy Railroad Company.* August 30, 1909. Refund of \$4.57 on shipment of agricultural implements from Rock Falls, Ill., to Owosso, Mich., on account of excessive rate.

6307. *Wyoming Coal Company v. Union Pacific Railroad Company.* July 21, 1909. Refund of \$75.67 on 1 car of gravel from Strawberry, Utah, to Rock Springs, Wyo., on account of excessive rate.

6309. *American Tobacco Company v. Louisville & Nashville Railroad Company.* July 20, 1909. Refund of \$17.91 on 5 shipments of tobacco from Nashville, Tenn., to Louisville, Ky., on account of excessive rate.

6310. *American Tobacco Company v. Louisville & Nashville Railroad Company.* July 20, 1909. Refund of \$17.91 on 7 shipments of tobacco from Nashville, Tenn., to Louisville, Ky., on account of excessive rate.

6311. *Geismar & Heymann v. New Orleans & Northeastern Railroad Company.* July 9, 1909. Refund of \$56.61 on shipment of cotton liners from Houston, Miss., to New Orleans, La., on account of excessive rate.

6312. *J. W. Watters v. Chicago & Northwestern Railway Company.* August 25, 1909. Refund of \$41.22 on 3 cars of lead ore from Cuba City, Wis., to Dubuque, Iowa, on account of excessive rate.

6315. *Jackson Fibre Company v. Mobile & Ohio Railroad Company.* September 24, 1909. Refund of \$613.83 on 4 cars of cotton from Chickasha, Okla., to Jackson, Tenn., on account of excessive rate.

6316. *Colonial Coke Company v. Pittsburg & Lake Erie Railroad Company.* July 30, 1909. Refund of \$4 on shipment of coke from Brownsville, Pa., to Erie, Pa., on account of misrouting.

6318. *Dorcheat Valley Railroad Company v. Louisiana & Arkansas Railway Company.* October 18, 1909. Refund of \$127.80 on shipment of car wheels and axles from Marshall, Tex., to Cotton Valley, La., on account of excessive rate.

6319. *Mills Brothers v. Illinois Central Railroad Company.* August 26, 1909. Refund of \$24.76 on 2 shipments of pineapples and oranges from Habana, Cuba, to Chicago, Ill., on account of excessive rate.

6320. *Wyoming Coal Mining Company v. Chicago, Burlington & Quincy Railroad Company.* November 10, 1909. Refund of \$165.13 on shipment of pit cars from Pittsburg, Kans., to Alger, Wyo., on account of excessive rate.

6321. *Hartman & Stevens v. Colorado & Southern Railway Company.* September 15, 1909. Refund of \$234.91 on shipment of cattle from Parlins, Colo., to Kansas City, Mo., on account of excessive rate.

6324. *Colorado Milling & Elevator Company v. Union Pacific Railroad Company.* August 16, 1909. Refund of \$1,980.78 on 131 cars of grain from various points to various points, on account of excessive rate.

6326. *Stewart & Welch v. Northern Pacific Railway Company.* June 19, 1909. Refund of \$29.99 on shipment of sugar from San Francisco, Cal., to Taft, Mont., on account of excessive rate.

6327. *E. E. Lowe Company v. Georgia Southern & Florida Railway Company.* June 26, 1909. Refund of \$7.60 on 1 car of shingles from Lake City, Fla., to Summerville, Ga., on account of excessive rate.

6329. *Copper Queen Consolidated Mining Company v. El Paso & Southwestern System.* October 22, 1909. Refund of \$336.74 on shipment of pig iron from Milwaukee, Wis., to Douglas, Ariz., on account of excessive rate.

6333. *Holland-American Fruit Products Company v. Kansas City Southern Railway Company.* July 29, 1909. Refund of \$152.50 on shipment of rice bran from Beaumont, Tex., to Decatur, Ark., on account of excessive rate.

6334. *J. Gaines v. Southern Pacific Company.* July 29, 1909. Refund of \$104.22 on 2 cars of cattle from Tecoma, Nev., to Ogden, Utah, on account of excessive rate.

6335. *Wickery-Rivers Lumber Company v. Erie Railroad Company.* July 26, 1909. Refund of \$38.25 on shipment of wood from Thompson Ridge, N. Y., to Brooklyn, N. Y., on account of excessive rate.

6336. *George Ihnken v. New York, Susquehanna & Western Railroad Company.* July 20, 1909. Refund of \$105.40 on 10 cars of ice from Naomi Pines, Pa., to Stockholm, N. J., on account of excessive rate.

6337. *Kettenbach Company (Limited) v. Oregon Railroad & Navigation Company.* August 17, 1909. Refund of \$770.13 on shipment of barley from Waha, Idaho, to Chicago, Ill., on account of excessive rate.

6342. *Beebe & Runyan Furniture Company v. Chicago, Burlington & Quincy Railroad Company.* July 21, 1909. Refund of \$3 on shipment of furniture from Omaha, Nebr., to Kansas City, Mo., on account of excessive rate.

6344. *Bott Brothers v. Chicago, Burlington & Quincy Railroad Company.* August 11, 1909. Refund of \$16.50 on shipment of coal from Oak Hill, Ill., to Alexandria, Mo., on account of excessive rate.

6376. *John S. Owen Lumber Company v. Wisconsin Central Railway Company.* July 23, 1909. Refund of \$53.60 on 3 cars of lumber from Owen, Wis., to Chicago, Ill., on account of excessive rate.

6377. *Manhattan Horse Manure Company v. Central Railroad Company of New Jersey.* September 7, 1909. Refund of \$21.07 on shipment of cow manure from Newark, N. J., to Lehigh, Pa., on account of excessive rate.

6383. *J. I. Lamb Company v. Chicago, Burlington & Quincy Railroad Company.* July 28, 1909. Refund of \$15 on 1 car of apples from St. Joseph, Mo., to La Crosse, Wis., on account of excessive rate.

6384. *J. C. Burns v. Chicago, Burlington & Quincy Railroad Company.* September 11, 1909. Refund of \$76.91 on 5 cars of apples from Iatan and Weston, Mo., and Leavenworth, Kans., to La Crosse, Wis., on account of excessive rate.

6385. *Anderson Coal Company v. Chicago, Burlington & Quincy Railroad Company.* July 29, 1909. Refund of \$205.35 on shipment of coal cars from Ottumwa, Iowa, to Echeta, Wyo., on account of excessive rate.

6388. *The Sun Company v. Philadelphia & Reading Railway Company.* August 6, 1909. Refund of \$14 on shipment of asphaltum from Marcus Hook, Pa., to Twining City, D. C., on account of excessive rate.

6389. *Shohola Mountain Spring Company v. Erie Railroad Company.* October 5, 1909. Refund of \$90.46 on shipment of water from Shohola, Pa., to New York, N. Y., on account of excessive rate.

6390. *Pacific Fuel Company v. Southern Pacific Company.* August 2, 1909. Refund of \$146.90 on 1 car of coke from Salt Lake City, Utah, to Oakland, Cal., on account of excessive rate.

6393. *William Summerhays & Sons v. New York Central & Hudson River Railroad Company.* November 26, 1909. Refund of \$9.20 on 1 car of fire brick from Karthaus, Pa., to Rochester, N. Y., on account of cartage charges resulting from misrouting.

6394. *National Biscuit Company v. St. Louis Southwestern Railway Company.* August 9, 1909. Refund of \$52.24 on 2 cars of box material from Blytheville, Ark., to Fort Worth, Tex., on account of excessive rate.

6396. *Johnson Lumber Company v. Chicago, Burlington & Quincy Railroad Company.* July 9, 1909. Refund of \$66.08 on 1 car of stone from Lyons, Colo., to Loomis, Nebr., on account of excessive rate.

6398. *Galesburg Railway & Light Company v. Chicago, Burlington & Quincy Railroad Company.* August 3, 1909. Refund of \$83.88 on 2 cars of coke from Galesburg, Ill., to Minneapolis, Minn., on account of excessive rate.

6403. *New York & Pennsylvania Company v. Pennsylvania Railroad Company.* August 5, 1909. Refund of \$115.99 on 24 cars of wood pulp from Jersey City, N. J., and Philadelphia, Pa., to Lock Haven, Pa., on account of excessive rate.

6404. *Wilkes Warehouse Company v. Union Pacific Railroad Company.* November 12, 1909. Refund of \$668.12 on 19 cars of coal from Rock Springs, Wyo., to Goldfield, Tonopah, and Millers, Nev., on account of excessive weight.

6405. *J. B. Bostick v. Atlantic Coast Line Railroad Company.* June 29, 1909. Refund of \$25.33 on shipment of watermelons from Ridgeland, S. C., to Waynesboro, Pa., on account of excessive rate.

6409. *Jacksonville Cracker Works v. Seaboard Air Line Railway.* November 12, 1909. Refund of \$31.23 on shipment of box shooks from Cheraw, S. C., to Jacksonville, Fla., on account of excessive rate.

6410. *Osborn Brothers v. Missouri Pacific Railway Company.* July 23, 1909. Refund of \$1.20 on shipment of cane seed from Healy, Kans., to St. Joseph, Mo., on account of excessive rate.

6413. *American Writing Paper Company v. New York, New Haven & Hartford Railroad Company.* November 11, 1909. Refund of \$80.67 on 9 cars of paper box board from Windsor Locks, Conn., to Fitchburg, Mass., on account of excessive rate.

6414. *American Rice Milling Company v. Chicago, Burlington & Quincy Railroad Company.* September 15, 1909. Refund of \$128 on 1 car of rice from Crowley, La., to Billings, Mont., on account of excessive rate.

6421. *Pennsylvania Coal & Coke Company v. New York Central & Hudson River Railroad Company.* November 13, 1909. Waives collection of undercharge of \$241.49 and refunds \$6,469.60 on 769 cars of coal from mines in Pennsylvania, to Port Liberty, N. J., on account of excessive rate.

6422. *Empire Coal Mining Company v. New York Central & Hudson River Railroad Company.* November 11, 1909. Refund of \$120.83 on 13 cars of coal from Empire R. Colliery to Port Liberty, N. J., on account of excessive rate.

6423. *Bulah Shaft Coal Company v. New York Central & Hudson River Railroad Company.* August 30, 1909. Refund of \$157.88 on 25 cars of coal from Bulah Shaft No. 1 Colliery, Pennsylvania, to Communipaw Wharf, N. J., on account of excessive rate.

6424. *Irish Brothers v. New York Central & Hudson River Railroad Company.* November 12, 1909. Refund of \$665.97 and waives collection of undercharge of \$29.48 on 72 cars of coal from Indiana No. 5 Colliery to Port Reading, N. J., on account of excessive rate.

6425. *Hines Coal Company, Morrisdale Coal Company and Rembrandt Peale v. New York Central & Hudson River Railroad Company.* November 12, 1909. Refund of \$7,816.72 and waives collection of \$1,898.73 on shipments of coal from Hines No. 1 and No. 2 mines to Port Reading, N. J., on account of excessive rate.

6426. *Graham Coal Company, Gellatly Coal Company, and Skeele Coal Company v. New York Central & Hudson River Railroad Company.* November 11, 1909. Refund of \$898.25 on 84 cars of coal from mines in Pennsylvania to Port Reading, N. J., on account of excessive rate.

6428. *Empire Coal Mining Company v. New York Central & Hudson River Railroad Company.* November 12, 1909. Refund of \$89.70 and waives collection of undercharge of \$2.06 on 9 cars of coal from colliery to Port Reading, N. J., on account of excessive rate.

6432. *Burns Brothers v. New York Central & Hudson River Railroad Company.* August 30, 1909. Refund of \$11.32 on 1 car of coal from O'Shanter Colliery to Communipaw Wharf, N. J., on account of excessive rate.

6433. *Hines Coal Company and Whitney & Kemmerer v. New York Central & Hudson River Railroad Company.* August 30, 1909. Refund of \$109.69 on 1 car of coal from Hines No. 2 Colliery to Elizabethport, N. J., on account of excessive rate.

6435. *Garfield & Proctor Coal Company v. New York Central & Hudson River Railroad Company.* November 12, 1909. Refund of \$3,164.91 and waives collection of undercharge of \$1,292.35 on 525 cars of coal from mines reached by New York Central & Hudson River Railroad in Pennsylvania to Port Liberty, N. J., on account of excessive rate.

6441. *Hulman & Company v. Southern Indiana Railway Company.* October 7, 1909. Refund of \$3.48 on shipment of lumber from Wausau, Wis., to Terre Haute, Ind., on account of excessive rate.

6447. *Russell Grain Company v. Missouri Pacific Railway Company.* September 10, 1909. Refund of \$1.20 on 1 car of oats from Kansas City, Mo., to Fort Smith, Ark., on account of nonallowance for grain doors.

6453. *Grand Avenue Horse Company v. New York Central & Hudson River Railroad Company.* August 5, 1909. Refund of \$13.21 on shipment of coal tar from Edgewater, N. J., to Charlotte, N. Y., on account of excessive rate.

6454. *Roach & Musser Sash and Door Company v. Chicago, Rock Island & Pacific Railway Company.* September 21, 1909. Refund of \$9.65 on shipment of molding from Muscatine, Iowa, to Newark, N. J., on account of excessive rate.

6455. *James Smith v. Oregon Railroad & Navigation Company.* August 5, 1909. Waives collection of undercharge of \$78 on shipment of emigrant movables and stock from Woods Cross, Utah, to La Grande, Oreg., on account of excessive rate.

6456. *Florence Wagon Works v. Louisville & Nashville Railroad Company.* August 11, 1909. Refund of \$4.89 on shipment of farm wagons from Florence, Ala., to Arlington, Tenn., on account of excessive rate.

6457. *Diamond Match Company v. Chicago & Northwestern Railway Company.* July 29, 1909. Refund of \$83.19 on shipment of matches from Oshkosh, Wis., to Sheridan, Wyo., on account of excessive rate.

6460. *A. J. Peters & Company v. Southern Pacific Company.* July 23, 1909. Refund of \$46.50 on shipment of hay from Helena, Ariz., to Sentinel, Ariz., on account of excessive rate.

6461. *Warner Sugar Refining Company v. Central Railroad Company of New Jersey.* September 23, 1909. Refund of \$68.63 on 3 cars of sugar from Edgewater, N. J., to Baltimore, Md., on account of excessive rate.

6462. *W. I. McKee Lumber Company v. Southern Pacific Company.* July 26, 1909. Refund of \$25.70 on shipment of lumber from Snowden, Cal., to Watsonstown, Pa., on account of excessive rate.

6464. *W. I. McKee Lumber Company v. Southern Pacific Company.* July 28, 1909. Refund of \$23.13 on shipment of lumber from Snowden, Cal., to Watsonstown, Pa., on account of excessive rate.

6467. *Milburn Wagon Company v. Toledo, St. Louis & Western Railroad Company.* August 20, 1909. Refund of \$6.51 on shipment of farm wagons from Toledo, Ohio, to Ipava, Ill., on account of excessive rate.

6470. *H. L. Mickle Lumber Company v. Gulf & Ship Island Railroad Company.* October 4, 1909. Refund of \$12.06 on 1 car of lumber from Collins, Miss., to Cummingsville, Ohio, on account of excessive rate.

6471. *Frank B. Stone v. Gulf & Ship Island Railroad Company.* August 11, 1909. Refund of \$5.14 and waives collection of \$5.14 on 1 car of lumber from Sanford, Miss., to South Chicago, Ill., on account of excessive rate.

6474. *Chicago Car Lumber Company v. Gulf & Ship Island Railroad Company.* July 28, 1909. Refund of \$11.28 on 1 car of lumber from Rosine, Miss., to Chicago, Ill., on account of excessive rate.

6476. *Watsonville Lumber Company v. Southern Pacific Company.* August 6, 1909. Refund of \$128.06 on shipment of box shooks from Verdi, Nev., to Watsonville, Cal., on account of excessive rate.

6477. *D. T. Abel v. Southern Pacific Company.* November 16, 1909. Refund of \$202.96 on 4 cars of horses from Lovelock, Nev., to Newman, Cal., on account of excessive rate.

6478. *White & DeHart Company v. Southern Pacific Company.* August 5, 1909. Refund of \$126.75 on shipment of box shooks from Verdi, Nev., to Watsonville, Cal., on account of excessive rate.

6481. *M. Raphael v. Southern Pacific Company.* July 2, 1909. Refund of \$73.52 on shipment of almonds from Yolo, Cal., to Portland, Oreg., on account of excessive rate.

6482. *J. I. Lamb Company v. Chicago, Burlington & Quincy Railroad Company.* July 30, 1909. Refund of \$30.15 on 2 cars of apples from Napier and Fairfax, Mo., to La Crosse, Wis., on account of excessive rate.

6483. *The Corno Mills Company v. Mobile & Ohio Railroad Company.* July 26, 1909. Refund of \$12.07 on shipment of feed from East St. Louis, Ill., to Norris Siding, Ala., on account of excessive rate.

6484. *Columbia River Door Company v. Oregon Railroad & Navigation Company.* October 11, 1909. Refund of \$23.30, and waives collection of undercharge of \$11.65 on 1 car of spruce doors from Plues, Oreg., to Kansas City, Mo., on account of excessive rate.

6486. *S. Dunkin v. Atchison, Topeka & Santa Fe Railway Company.* August 9, 1909. Refund of \$1.75 on shipment of eggs from Clearwater, Kans., to La Junta, Colo., on account of excessive rate.

6487. *Seaboard Lumber & Milling Company and The C. F. Hildenbrand Company v. Galveston, Harrisburg & San Antonio Railway Company.* September 13, 1909. Refund of \$73.55 on shipment of headings from Galveston, Tex., to Elgin, Ill., on account of excessive rate.

6488. *Pfeiffer Stone Company v. Missouri Pacific Railway Company.* September 15, 1909. Refund of \$98 on 11 cars of stone from Pfeiffer Quarry to St. Joseph and St. Louis, Mo., on account of excessive rate.

6489. *Henry Snyder & Sons v. Norfolk & Western Railway Company.* August 2, 1909. Refund of \$67.13 on 2 shipments of poultry from Galax, Va., to Scranton, Pa., on account of excessive rate.

6491. *E. H. Emery & Company v. St. Louis, Iron Mountain & Southern Railway Company.* August 2, 1909. Refund of \$30.92 on shipment of peaches from Van Buren, Ark., to Chariton, Iowa, on account of excessive rate.

6492. *Louisiana Red Cypress Company v. Morgan's Louisiana & Texas Railroad & Steamship Company.* September 15, 1909. Refund of \$6 on 1 car of lumber from Bowie, La., to Tolleston, Ind., on account of excessive rate.

6493. *S. Dunkin v. Atchison, Topeka & Santa Fe Railway Company.* August 5, 1909. Refund of \$0.65 on shipment of candy from Hutchinson, Kans., to La Junta, Colo., on account of excessive rate.

6495. *Cable Milling Company v. Northern Pacific Railway Company.* August 5, 1909. Refund of \$83.40 on 2 cars of wheat from Ritzville, Wash., to Post Falls, Idaho, on account of excessive rate.

6497. *Henry Snyder & Sons v. Norfolk & Western Railway Company.* September 29, 1909. Refund of \$26.46 on shipment of dressed poultry from Galax, Va., to Scranton, Pa., on account of excessive rate.

6498. *The Mount Pickle Company v. Oregon Short Line Railroad Company.* August 5, 1909. Refund of \$68.16 on shipment of pickles from Lupton, Colo., to Salt Lake City, Utah, on account of excessive rate.

6499. *Western Meat Company v. Union Pacific Railroad Company.* October 5, 1909. Refund of \$176 on 5 shipments of sheep from Longmont, Colo., to South San Francisco, Cal., on account of excessive rate.

6500. *Mark Hide & Tallow Company (Incorporated) v. Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company.* November 13, 1909. Refund of \$52.38 on shipment of green hides from Louisville, Ky., to Sheboygan Falls, Wis., on account of excessive rate.

6507. *C. E. Woodruff v. Chicago, Burlington & Quincy Railroad Company.* August 16, 1909. Refund of \$6.46 on shipment of cement from Iola, Kans., to Grand Island, Nebr., on account of excessive rate.

6510. *Phoenix Chair Company v. Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company.* September 24, 1909. Refund of \$68 on shipment of lumber from Greenville, Ohio, to Sheboygan, Wis., on account of excessive rate.

6514. *Webster Company v. Fort Worth & Denver City Railway Company.* September 16, 1909. Refund of \$23.26 on shipment of baled hay from Wheatland, Wyo., to Dalhart, Tex., on account of excessive rate.

6516. *Newport Foundry Company v. Chesapeake & Ohio Railway Company.* November 18, 1909. Waives collection of \$12 on 6 cars of coke at Newport, Ky., on account of excessive switching charges.

6517. *Susquehanna Coal Company v. Lake Shore & Michigan Southern Railway Company.* August 14, 1909. Refund of \$3.08 on shipment of coal from Erie, Pa., to State Line, N. Y., on account of excessive rate.

6518. *Susquehanna Coal Company v. Lake Shore & Michigan Southern Railway Company.* August 14, 1909. Refund of \$8.01 on 2 shipments of coal from Erie, Pa., to State Line, N. Y., on account of excessive rate.

6521. *Peter Kuntz v. Michigan Central Railroad Company.* August 2, 1909. Refund of \$11.05 on shipment of lath from Deward, Mich., to Newcastle, Ind., on account of excessive rate.

6522. *David Kaufman & Sons Company v. Pennsylvania Railroad Company.* September 7, 1909. Refund of \$22.98 on 1 car of old broken crucibles from Altoona, Pa., to Jersey City, N. J., on account of excessive rate.

6524. *E. S. Burns v. Chicago, Burlington & Quincy Railroad Company.* September 24, 1909. Refund of \$44.56 on shipment of walnut fence posts from Bigelow, Mo., to Holyoke, Colo., on account of excessive rate.

6525. *Pickands-Magee Company v. Southern Pacific Company.* August 30, 1909. Refund of \$55.39 on shipment of coke from Masontown, Pa., to San Francisco, Cal., on account of excessive rate.

6526. *Sterling Manufacturing Company v. Chicago, Burlington & Quincy Railroad Company.* August 31, 1909. Refund of \$9.68 on shipment of agricultural implements from Rock Falls, Ill., to Grand Rapids, Mich., on account of excessive rate.

6528. *Wausau Lumber Company v. Chicago & Northwestern Railway Company.* August 23, 1909. Refund of \$5 on shipment of lumber from Rib Falls, Wis., to St. Charles, Ill., on account of misrouting.

6533. *Columbian Rope Company v. New York Central & Hudson River Railroad Company.* August 23, 1909. Refund of \$51.81 on 4 shipments of istle from New York City to Auburn, N. Y., on account of excessive rate.

6534. *Columbian Rope Company v. New York Central & Hudson River Railroad Company.* August 23, 1909. Refund of \$260.84 on 15 cars of jute from Brooklyn, N. Y., to Auburn, N. Y., on account of excessive rate.

6535. *Bisbee Light & Power Company and International Gas & Electric Company v. El Paso & Southwestern System.* August 2, 1909. Waives collection of \$9,058.09 on 8 shipments of crude oil from Los Neitos, Cal., to Bisbee, Ariz., on account of excessive rate.

6536. *A. L. Shaw v. Southern Pacific Company.* September 2, 1909. Refund of \$65 on shipment of hay from Lovelock, Nev., to Santa Clara, Cal., on account of excessive rate.

6539. *Winfield Nursery Company v. Missouri Pacific Railway Company.* August 6, 1909. Refund of \$29.85 on shipment of fruit trees from Durant, Okla., to Winfield, Kans., on account of excessive rate.

6548. *United Sash & Door Company v. Atchison, Topeka & Santa Fe Railway Company.* August 10, 1909. Refund of \$73.44 on shipment of sash and doors from Wichita, Kans., to La Junta, Colo., on account of excessive rate.

6550. *Wein Commercial Company v. Southern Pacific Company.* July 30, 1909. Refund of \$59.28 on shipment of rolled barley from Tucson, Ariz., to Johnson, Ariz., on account of excessive rate.

6551. *Sterling Salt Company v. Pennsylvania Railroad Company.* August 20, 1909. Refund of \$5.25 on 1 car of salt from Cuylerville, N. Y., to Fort Wayne, Ind., on account of misrouting.

6552. *Conshohocken Iron & Steel Company v. Pennsylvania Railroad Company.* August 6, 1909. Refund of \$4.43 on shipment of scrap iron from Olean, N. Y., to Conshohocken, Pa., on account of excessive rate.

6556. *William Kelly Milling Company v. Atchison, Topeka & Santa Fe Railway Company.* August 30, 1909. Refund of \$45.57 on shipment of flour and feed from Hutchinson, Kans., to Fowler, Colo., on account of excessive rate.

6557. *S. B. Dobbs v. Pennsylvania Railroad Company.* August 9, 1909. Refund of \$3 on 1 car of brick from Mays Landing, N. J., to North Philadelphia, Pa., on account of excessive rate.

6559. *A. C. Long v. Atchison, Topeka & Santa Fe Railway Company.* July 29, 1909. Refund of \$10.40 on shipment of apples from Topeka, Kans., to La Junta, Colo., on account of excessive rate.

6561. *Bemis Brothers Bag Company v. Atchison, Topeka & Santa Fe Railway Company.* July 29, 1909. Refund of \$1.44 on shipment of cotton bags from Kansas City, Mo., to Attica, Kans., on account of excessive rate.

6562. *Larabee Flour Mills Company v. Atchison, Topeka & Santa Fe Railway Company.* July 29, 1909. Refund of \$2.47 on 5 shipments of cotton bags from Kansas City, Mo., to Hutchinson, Kans., on account of excessive rate.

6564. *O. P. Golay v. Atchison, Topeka & Santa Fe Railway Company.* September 2, 1909. Refund of \$80.96 on shipment of apples from McPherson, Kans., to Lamar, Colo., on account of excessive rate.

6566. *Buckingham Slate Company v. Chesapeake & Ohio Railway Company.* August 5, 1909. Refund of \$4.34 on 2 cars of coal from Paint Creek Junction, W. Va., to Arvon, Va., on account of excessive rate.

6583. *J. J. White Lumber Company v. Illinois Central Railroad Company.* August 6, 1909. Refund of \$3 on shipment of lumber from McComb, Miss., to Cherokee, Kans., on account of misrouting.

6584. *Ralston Purina Company v. Chicago, Burlington & Quincy Railroad Company.* July 30, 1909. Refund of \$205.46 on 2 shipments of screenings from Superior, Wis., to St. Louis, Mo., on account of excessive rate.

6587. *McAlester Fuel Company v. Atchison, Topeka & Santa Fe Railway Company.* November 1, 1909. Waives collection of undercharge of \$202.44 on shipments of coal from Radley, Kans., to Kansas City, Mo., on account of excessive rate.

6590. *Hoge-Montgomery Company v. Louisville & Nashville Railroad Company.* September 21, 1909. Refund of \$80.70 on 34 shipments of cut soles from Ludlow, Pa., to Frankfort, Ky., on account of excessive rate.

6591. *Arizona Copper Company v. Arizona and New Mexico Railway Company.* November 22, 1909. Refund of \$1,404 on 5 shipments of steel dump cars from Three Rivers, Mich., to Clifton, Ariz., on account of excessive rate.

6593. *The Hunting Company v. Central Railroad Company of New Jersey.* August 23, 1909. Refund of \$30.10 on 2 cars of cast-iron pipe from Somerville, N. J., to Rochester, N. Y., on account of misrouting.

6595. *J. B. Bostick v. Atlantic Coast Line Railroad Company.* August 11, 1909. Refund of \$23.55 on shipment of watermelons from Ridgeland, S. C., to Providence, R. I., on account of excessive rate.

6596. *H. T. Bruce & Company v. Illinois Central Railroad Company.* November 10, 1909. Refund of \$33.05 on 101 cars of live stock at Memphis, Tenn., on account of excessive charges for loading and unloading.

6597. *Sunderland Brothers Company v. Chicago, Burlington & Quincy Railroad Company.* August 2, 1909. Refund of \$47.03 on 10 shipments of coal from Sheboygan, Wis., to various points, on account of excessive rate.

6598. *C. B. Havens & Company v. Chicago, Burlington & Quincy Railroad Company.* November 10, 1909. Refund of \$703.30 on 64 cars of coal from Frontenac, Kans., to Ingleside, Nebr., on account of excessive rate.

6599. *American Agricultural Chemical Company v. Philadelphia & Reading Railway Company.* July 28, 1909. Refund of \$10.55 on 1 car of fertilizer from Port Richmond, Philadelphia, Pa., to Cape May Court-House, N. J., on account of excessive rate.

6600. *Imboden Coal & Coke Company v. Virginia & Southwestern Railway Company.* August 13, 1909. Refund of \$19.19 on 1 car of sand from Elizabethton, Tenn., to Imboden, Va., on account of excessive rate.

6601. *Goemann Grain Company v. Pennsylvania Company.* August 14, 1909. Refund of \$7 on shipment of corn and oats from New Haven, Ind., to Belle Vernon, Pa., on account of misrouting.

6602. *Farnsworth-Evans Company v. St. Louis, Iron Mountain & Southern Railway Company.* September 23, 1909. Refund of \$90.98 on shipment of cotton from Jonesboro and Lake City, Ark., to Memphis, Tenn., on account of excessive rate.

6604. *J. H. Johnson v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* August 16, 1909. Waives collection of undercharge of \$5.52 on shipment of fuel wood from Weston, Wis., to Windom, Minn., on account of excessive rate.

6616. *W. F. Russell v. Chicago, Burlington & Quincy Railroad Company.* July 28, 1909. Refund of \$14.05 on shipment of peaches from Hackett, Ark., to Quincy, Ill., on account of excessive rate.

6619. *L. C. Sheldon v. Southern Pacific Company.* August 30, 1909. Waives collection of \$126 on 2 cars of hay from Lovelock, Nev., to Melrose, Cal., on account of excessive rate.

6621. *Binyon Transfer Company v. Chicago, Rock Island & Pacific Railway Company.* August 2, 1909. Refund of \$25.20 on shipment of vinegar from Topeka, Kans., to Fort Worth, Tex., on account of excessive rate.

6623. *Charles F. Luchrman Hardwood Lumber Company v. Morgan's Louisiana & Texas Railroad & Steamship Company.* August 14, 1909. Refund of \$15.95 on 1 car of lumber from Lloyds Spur, La., to East St. Louis, Ill., on account of excessive rate.

6628. *L. K. Miller Company v. Yazoo & Mississippi Valley Railroad Company.* September 15, 1909. Refund of \$9.50 on 1 car of lumber from Stoneville, Miss., to North Milwaukee, Wis., on account of excessive rate.

6629. *F. Guy Stearns v. Chicago Great Western Railway Company.* July 28, 1909. Refund of \$7.85 on 3 cars of wheat from Webster City, Iowa, to Chicago, Ill., on account of excessive rate.

6630. *C. L. Moss v. Missouri, Kansas & Texas Railway Company.* August 26, 1909. Refund of \$44.39 on 2 cars of corn from Garland, Tex., to Trosclair and Trial, La., on account of excessive rate.

6631. *American Snuff Company v. Tennessee Central Railroad Company.* July 22, 1909. Refund of \$68.63 on 4 shipments of raw tobacco from Hopkinsville, Ky., to Nashville, Tenn., on account of excessive rate.

6632. *Lukens Milling Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* August 14, 1909. Refund of \$39 on shipment of flour and bran from Atchison, Kans., to Worthington, Minn., on account of excessive rate.

6633. *W. F. Russell v. Chicago, Burlington & Quincy Railroad Company.* July 29, 1909. Refund of \$14.04 on shipment of peaches from Hackett, Ark., to Lincoln, Nebr., on account of excessive rate.

6634. *Hyde Paper Company v. Chicago & Northwestern Railway Company.* August 14, 1909. Refund of \$30.72 on shipment of paper from Marinette, Wis., to Pueblo, Colo., on account of excessive rate.

6636. *Vollmer Clear Water Company v. Oregon Railroad & Navigation Company.* August 23, 1909. Refund of \$264.72 on 12 shipments of barley from Waha, Idaho, and Asotin, Wash., to Chicago, Ill., and Milwaukee, Wis., on account of excessive rate.

6640. *Murphy Distilling Company v. Evansville & Terre Haute Railroad Company.* August 23, 1909. Refund of \$108.43 on 34 cars of whisky from Vincennes, Ind., to Chicago, Ill., on account of excessive rate.

6641. *Forcster & Baker v. Mobile & Ohio Railroad Company.* July 19, 1909. Refund of \$17.36 on shipment of 1 iron safe from Dyer, Tenn., to Yale, Ill., on account of misrouting.

6643. *Merchants & Planters Oil Company v. St. Louis, Iron Mountain & Southern Railway Company.* August 14, 1909. Refund of \$64 on 1 car of wooden lard pails from Helena, Ark., to Houston, Tex., on account of excessive rate.

6644. *M. F. Gulick Sand Company v. Delaware, Lackawanna & Western Railroad Company.* October 11, 1909. Refund of \$48.60 on shipment of molding sand from Catawissa, Pa., to Norwich, N. Y., on account of excessive rate.

6645. *Merchants & Planters Oil Company and The Houston Packing Company v. St. Louis, Iron Mountain & Southern Railway Company.* November 4, 1909. Refund of \$192.64 on shipment of wooden tubs from Helena, Ark., to Houston, Tex., on account of excessive rate.

6648. *Bellows Falls Ice Company v. Boston & Maine Railroad.* September 17, 1909. Refund of \$92.46 on 7 cars of ice from Keene, N. H., to Bellows Falls, Vt., on account of excessive rate.

6651. *John Fangboner v. New York, Chicago & St. Louis Railroad Company.* September 17, 1909. Refund of \$14.20 on one car of hay from Briceton, Ohio, to Curtin, W. Va., on account of excessive rate.

6652. *National Tube Company v. Wheeling & Lake Erie Railroad Company.* September 20, 1909. Refund of \$7.02 on 2 cars of steel rails from Lorain, Ohio, to St. Louis, Mo., on account of excessive rate.

6653. *American Steel & Wire Company v. Chicago, Milwaukee & Gary Railway Company.* September 27, 1909. Refund of \$55.02 on 4 cars of coal from Clinton, Ind., to De Kalb, Ill., on account of excessive minimum carload weight.

6654. *United Sash & Door Company v. Atchison, Topeka & Santa Fe Railway Company.* August 20, 1909. Refund of \$37.28 on shipment of sash and doors from Wichita, Kans., to Trinidad, Colo., on account of excessive rate.

6661. *Southern Cement Company v. Atlanta, Birmingham & Atlantic Railroad Company.* October 4, 1909. Refund of \$95.55 on shipment of cement from North Birmingham, Ala., to Manchester, Ga., on account of excessive rate.

6666. *Italian-Swiss Colony v. Southern Pacific Company.* September 17, 1909. Refund of \$126.69 on shipment of wine, brandy, and grape juice from San Francisco, Cal., to Reno, Nev., on account of excessive rate.

6668. *C. B. Havens & Company v. Chicago, Burlington & Quincy Railroad Company.* August 11, 1909. Refund of \$227.34 on 19 cars of coal from Frontenac, Kans., to Ingleside, Nebr., on account of excessive rate.

6669. *F. S. Swanson v. Chicago, Burlington & Quincy Railroad Company.* August 30, 1909. Refund of \$52 on shipment of broom corn from Syracuse, Kans., to Omaha, Nebr., on account of excessive rate.

6670. *Times Mirror Company v. San Pedro, Los Angeles & Salt Lake Railroad Company.* September 20, 1909. Refund of \$58.75 on 2 cars of paper from Sartell, Minn., to Los Angeles, Cal., on account of excessive rate.

6674. *Northwestern Barb Wire Company v. Chicago, Burlington & Quincy Railroad Company.* August 30, 1909. Refund of \$5.19 on shipment of woven wire fence from Rock Falls, Ill., to Minneapolis, Minn., on account of excessive rate.

6682. *Alma Nelson v. San Pedro, Los Angeles & Salt Lake Railroad Company.* October 16, 1909. Refund of \$50 on shipment of wheat from Rexburg, Idaho, to Los Angeles, Cal., on account of excessive rate.

6683. *Crossett Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* September 15, 1909. Refund of \$23.85 on shipment of lath from Crossett, Ark., to Rogers, Ark., on account of excessive rate.

6684. *Kitching Grain Company v. Missouri, Kansas & Texas Railway Company.* November 12, 1909. Refund of \$20.13 on shipment of snapped corn from Oak-ta-ha, Okla., to Maringoin, La., on account of excessive minimum carload weight.

6686. *Great Western Oil Refining Company v. Atchison, Topeka & Santa Fe Railway Company.* August 20, 1909. Waives collection of undercharge of \$2,698.12 on 21 cars of crude oil from Copan, Okla., to Erie, Kans., on account of excessive rate.

6688. *E. R. Godfrey v. Chicago, Burlington & Quincy Railroad Company.* August 23, 1909. Refund of \$15.66 on shipment of apples from St. Joseph, Mo., to Winona, Minn., on account of excessive rate.

6689. *Hendrie & Bolthoff Manufacturing & Supply Company v. Chicago, Burlington & Quincy Railroad Company.* August 11, 1909. Refund of \$18.19 on shipment of boilers from Kewanee, Ill., to Fort Russell, Wyo., on account of non-absorption of switching charges.

6708. *Wisconsin Pulp & Paper Manufacturers v. Pittsburgh & Lake Erie Railroad Company.* September 29, 1909. Refund of \$1.52 on shipment of iron cores from Pittsburgh, Pa., to Stevens Point, Wis., on account of excessive rate.

6715. *Jarecki Chemical Company v. Northern Central Railway Company.* August 30, 1909. Refund of \$403.97 on shipment of iron pyrites from Baltimore, Md., to St. Bernard, Ohio, on account of excessive rate.

6717. *Independent Feed & Fuel Company v. El Paso & Southwestern System.* October 6, 1909. Refund of \$138 on shipment of rolled barley from Tucson, Ariz., to Bisbee, Ariz., on account of excessive rate.

6718. *Moore Feed & Fuel Company v. El Paso & Southwestern System.* October 4, 1909. Refund of \$274.97 on shipment of rolled barley from Tucson, Ariz., to Bisbee, Ariz., on account of excessive rate.

6720. *Buxton-Smith Company v. El Paso & Southwestern System.* September 7, 1909. Refund of \$63 on shipment of rolled barley from Tucson, Ariz., to Bisbee, Ariz., on account of excessive rate.

6722. *McFadden-Weiss-Kyle Rice Milling Company v. Beaumont, Sour Lake & Western Railway Company.* November 18, 1909. Refund of \$40.30 on shipment of rice from Beaumont, Tex., to Twin Falls, Idaho, on account of excessive rate.

6724. *Detroit Copper Mining Company v. El Paso & Southwestern System.* October 18, 1909. Refund of \$989.86 on shipment of crude oil from Los Angeles, Cal., to Morenci, Ariz., on account of excessive rate.

6729. *Brownsville Grocery Company v. St. Louis, Brownsville & Mexico Railway Company.* September 16, 1909. Refund of \$2.80 on shipment of baking powder from New York, N. Y., to Brownsville, Tex., on account of excessive rate.

6730. *William Kelly Milling Company v. Atchison, Topeka & Santa Fe Railway Company.* September 11, 1909. Refund of \$16.10 on shipment of flour, feed, etc., from Hutchinson, Kans., to Rocky Ford, Colo., on account of excessive rate.

6731. *Detroit Copper & Brass Rolling Mill Company v. Pennsylvania Railroad Company.* September 29, 1909. Refund of \$17.76 on shipment of brick from Sandy Ridge, Pa., to Detroit, Mich., on account of excessive rate.

6732. *American Malting Company v. Delaware, Lackawanna & Western Railroad Company.* September 7, 1909. Refund of \$150.65 on shipment of malt from Buffalo, N. Y., to Clifton, Staten Island, N. Y., on account of excessive rate.

6734. *Blue Lick Springs Company v. Louisville & Nashville Railroad Company.* August 26, 1909. Refund of \$36.20 on shipment of bottles from Cincinnati, Ohio, to Carlisle, Ky., on account of excessive rate.

6735. *James T. Hatfield v. Merchants & Miners Transportation Company.* November 18, 1909. Refund of \$76.20 on shipment of fertilizer material from Baltimore, Md., to Nicholls, Ga., on account of excessive rate.

6748. *Hiram Winternitz Company v. Northern Central Railway Company.* October 11, 1909. Refund of \$20.72 on shipment of scrap iron from Woodberry, Md., to Greencastle, Pa., on account of excessive rate.

6751. *W. H. Wheeler & Company v. Atchison, Topeka & Santa Fe Railway Company.* November 17, 1909. Refund of \$193.68 on shipment of schoolbooks from Oklahoma City, Okla., to Chicago, Ill., on account of excessive rate.

6752. *D. C. Heath & Company v. Atchison, Topeka & Santa Fe Railway Company.* November 17, 1909. Refund of \$298.08 on shipment of schoolbooks from Oklahoma City, Okla., to Chicago, Ill., on account of excessive rate.

6753. *Union Can Company v. Delaware, Lackawanna & Western Railroad Company.* October 11, 1909. Refund of \$148.49 on shipment of canned goods from Mount Morris, N. Y., to Hartford, N. Y., on account of excessive rate.

6757. *Mrs. J. A. Carna v. Oregon Railroad & Navigation Company.* October 11, 1909. Refund of \$6.84 on shipment of household goods from Mount Home, Idaho, to Lewiston, Idaho, on account of excessive rate.

6759. *Coulson Brothers v. Denver & Rio Grande Railroad Company.* September 10, 1909. Refund of \$141.32 on shipment of grain from Ignacia and Oxford, Colo., to Farmington, N. Mex., on account of excessive rate.

6760. *Berthold & Jennings v. Mobile & Ohio Railroad Company.* November 19, 1909. Refund of \$43.52 on shipment of lumber from Duncanville, Ala., to Des Moines, Iowa, on account of excessive rate.

6771. *American Naval Stores Company v. Southern Railway Company.* August 31, 1909. Refund of \$36.65 on shipment of turpentine from Riderville, Ala., to Louisville, Ky., on account of excessive rate.

6778. *Armour & Company v. Louisville & Nashville Railroad Company.* November 10, 1909. Refund of \$6.80 on shipment of geese from Woodlawn, Ill., to New York, N. Y., on account of excessive rate.

6784. *Pacific Portland Cement Company v. Southern Pacific Company.* October 11, 1909. Refund of \$91.96 on shipment of cement from Tolenas, Cal., to Fallon, Nev., on account of excessive rate.

6785. *California Sugar & White Pine Agency v. Southern Pacific Company.* November 1, 1909. Refund of \$59.94 on shipment of lumber from Verde, Nev., to Denver, Colo., on account of excessive rate.

6787. *Binghamton Metal & Paper Company v. Erie Railroad Company.* September 7, 1909. Refund of \$12 on shipment of scrap iron from Binghamton, N. Y., to Berwick, Pa., on account of excessive rate.

6813. *Sunderland Brothers Company v. Chicago, Burlington & Quincy Railroad Company.* August 3, 1909. Refund of \$8.70 on shipment of cement from Iola, Kans., to Grand Island, Nebr., on account of excessive rate.

6816. *James McNiff v. New York, New Haven & Hartford Railroad Company.* August 3, 1909. Refund of \$105.60 on shipment of ice from Lee, Mass., to Danbury, Conn., on account of excessive rate.

6820. *Western Lumber & Pole Company v. Idaho & Washington Northern Railroad Company.* October 11, 1909. Refund of \$8.84 on shipment of lumber from Newport, Wash., to Cheyenne, Wyo., on account of excessive rate.

6824. *Detroit Copper Mining Company v. Morenci Southern Railway Company.* September 20, 1909. Refund of \$215.02 on shipment of shovels from Piqua, Ohio, to Morenci, Ariz., on account of excessive rate.

6825. *F. R. Upton v. Lehigh & Hudson River Railway Company.* November 12, 1909. Refund of \$16.16 on shipment of sand from Franklin Junction, N. J., to Bath, Pa., on account of excessive rate.

6826. *Utah Junk Company v. Oregon Short Line Railroad Company.* November 6, 1909. Refund of \$105.66 on shipment of scrap iron from Island City, Oreg., to Salt Lake City, Utah, on account of excessive rate.

6829. *H. Corning v. Atchison, Topeka & Santa Fe Railway Company.* August 7, 1909. Refund of \$104.57 on shipment of posts from Girard, Kans., to May Valley, Colo., on account of excessive rate.

6830. *Crescent Lumber Company v. Atchison, Topeka & Santa Fe Railway Company.* August 5, 1909. Refund of \$34.40 on shipment of lumber from Glorieta, N. Mex., to Kansas City, Mo., on account of excessive rate.

6832. *Galesburg Railway & Light Company v. Chicago, Burlington & Quincy Railroad Company.* November 20, 1909. Refund of \$48.14 on shipment of coke from Galesburg, Ill., to Minneapolis, Minn., on account of excessive rate.

6833. *Franklin McVeagh & Company v. Chicago, Burlington & Quincy Railroad Company.* September 13, 1909. Refund of \$2.68 on shipment of canned goods from Chicago, Ill., to Newcastle, Wyo., on account of excessive rate.

6834. *M. J. Taggard v. Eastern Railway of New Mexico.* October 18, 1909. Waives collection of \$15 on shipment of apples from Roswell, N. Mex., to Portales, N. Mex., on account of excessive rate.

6837. *Eureka Fertilizer Company v. Philadelphia, Baltimore & Washington Railroad Company.* September 7, 1909. Refund of \$27.50 on shipment of fertilizer from Perryville, Md., to Stewartstown and Sheffer, Pa., on account of excessive rate.

6838. *American Brake Shoe & Foundry Company v. Southern Railway Company.* August 14, 1909. Refund of \$9.36 on shipment of brake shoes from Chattanooga, Tenn., to Athens, Ga., on account of excessive rate.

6839. *F. L. Worrell v. Southern Pacific Company.* October 6, 1909. Refund of \$79.63 on shipment of hay from Lovelock, Nev., to Palo Alto, Cal., on account of excessive rate.

6840. *Galesburg Railway & Light Company v. Chicago, Burlington & Quincy Railroad Company.* November 27, 1909. Waives collection of undercharge of \$30.18 on shipment of coke from Galesburg, Ill., to St. Paul, Minn., on account of excessive rate.

6842. *W. J. Attwool v. Illinois Central Railroad Company.* July 30, 1909. Refund of \$11.70 on shipment of coal from Carterville, Ill., to Alden, Iowa, on account of misrouting.

6845. *Various Shippers at La Crosse, Idaho, v. Spokane & Inland Empire Railroad Company.* November 9, 1909. Refund of \$7,244.36 on shipments of lumber from La Crosse, Idaho, to Nebraska points, on account of excessive rates.

6846. *Robertson Paper Company v. Boston & Maine Railroad.* August 4, 1909. Refund of \$10.50 on shipment of paraffin wax from Mystic Wharf, Mass., to Bellows Falls, Vt., on account of excessive rate.

6847. *Palace Grocery Company v. El Paso & Southwestern System.* September 29, 1909. Refund of \$76 on shipment of barley from Safford, Ariz., to Bisbee, Ariz., on account of excessive rate.

6849. *Buxton-Smith Company v. El Paso & Southwestern System.* September 7, 1909. Refund of \$14.11 on shipment of hay from Tempe, Ariz., to Bisbee, Ariz., on account of excessive rate.

6850. *Independent Feed & Fuel Company v. El Paso & Southwestern System.* September 7, 1909. Refund of \$60 on shipment of barley from Phoenix, Ariz., to Bisbee, Ariz., on account of excessive rate.

6851. *A. J. Peters & Company v. El Paso & Southwestern System.* November 12, 1909. Refund of \$152.25 on 2 cars of rolled barley from Phoenix, Ariz., to Douglas, Ariz., on account of excessive rate.

6853. *Hercules Buggy Company v. Illinois Central Railroad Company.* September 29, 1909. Refund of \$4 on shipment of buggies at Evansville, Ind., consigned to various points, on account of nonabsorption of switching charges.

6856. *General Chemical Company v. Chicago & Northwestern Railway Company.* September 29, 1909. Refund of \$31.92 on shipment of sulphuric acid from Hogewisch, Ill., to Wausau, Wis., on account of excessive rate.

6862. *New York & Pennsylvania Company v. Pennsylvania Railroad Company.* August 30, 1909. Refund of \$34.47 on shipment of wood pulp from Philadelphia, Pa., to Lock Haven, Pa., on account of excessive rate.

6865. *Jarecki Chemical Company v. Baltimore & Ohio Railroad Company.* October 4, 1909. Refund of \$66.06 on shipment of iron pyrites from Baltimore, Md., to St. Bernard, Ohio, on account of excessive rate.

6868. *American Steel & Wire Company v. Boston & Maine Railroad.* September 30, 1909. Refund of \$22.26 on shipment of nails from Worcester, Mass., to Brooklyn, N. Y., on account of excessive rate.

6869. *International Paper Company v. Boston & Maine Railroad.* November 1, 1909. Waives collection of \$1,930.25 on shipments of newspaper from Franklin, N. H., to New York, N. Y., on account of excessive rate.

6877. *C. A. Jeglum v. Minneapolis, St. Paul & Sault Ste. Marie Railway Company.* November 18, 1909. Refund of \$13.56 on shipment of sawdust from Thief River Falls, Minn., to Adams, N. Dak., on account of excessive rate.

6878. *Coast Manufacturing & Supply Company v. Southern Pacific Company.* September 27, 1909. Refund of \$735.70 on shipment of crude gutta percha from New York, N. Y., to Melrose, Cal., on account of excessive rate.

6881. *Bridgeton Brick Company v. Pennsylvania Railroad Company.* August 5, 1909. Refund of \$105.70 on shipment of sand from Philadelphia, Pa., to Bridgeton, N. J., on account of excessive rate.

6882. *Atlas Portland Cement Company v. Chicago, Burlington & Quincy Railroad Company.* September 15, 1909. Refund of \$1,750.72 on shipment of gypsum rock from Hope, Kans., to Hannibal, Mo., on account of excessive rate.

6883. *Dewey Portland Cement Company v. Missouri, Kansas & Texas Railway Company.* November 9, 1909. Refund of \$131.30 on shipment of dump cars from Columbus, Ohio, to Dewey, Okla., on account of excessive rate.

6884. *Clinton Saddlery Company v. Chicago, Burlington & Quincy Railroad Company.* August 5, 1909. Refund of \$9.02 on shipment of rye straw from Calvert, Wis., to Clinton, Iowa, on account of excessive rate.

6888. *Smith Agricultural Chemical Company v. Baltimore & Ohio Railroad Company.* November 16, 1909. Refund of \$1,944.07 on shipment of iron pyrites from Baltimore, Md., to Columbus, Ohio, on account of excessive rate.

6893. *Buffalo-Tioga Development Company v. New York Central & Hudson River Railroad Company.* November 1, 1909. Refund of \$77.50 on shipment of lumber from Knoxville, Pa., to East Buffalo, N. Y., on account of excessive rate.

6897. *Worcester Lumber Company v. Duluth, South Shore & Atlantic Railway Company.* November 8, 1909. Refund of \$13.58 on 1 car of piling from Raymond, Mich., to Duluth, Minn., on account of excessive rate.

6899. *Fredenburg & Lounsburg v. Baltimore & Ohio Railroad Company.* September 16, 1909. Refund of \$86.45 on shipment of brick from Mount Savage, Md., to Bronx Terminal, N. Y., on account of excessive rate.

6909. *Stack Gibbs Lumber Company v. Spokane & Inland Empire Railroad Company.* October 11, 1909. Refund of \$1,970.05 on various shipments of lumber from La Crosse, Idaho, to various points, on account of excessive rate.

6911. *A. Miller v. New York Central & Hudson River Railroad Company.* October 20, 1909. Refund of \$85.24 on shipment of lumber from Knoxville, Pa., to East Buffalo, N. Y., on account of excessive rate.

6914. *W. S. Henderson v. Oregon Short Line Railroad Company.* October 14, 1909. Refund of \$126.94 on shipment of rice from Beaumont, Tex., to Salt Lake City, Utah, on account of excessive rate.

6925. *Monarch Milling Company v. Norfolk & Western Railway Company.* September 11, 1909. Refund of \$61.50 on shipment of wheat from Marion, Pa., to Elizabethton, Tenn., on account of excessive rate.

6926. *Sterling Manufacturing Company v. Chicago, Burlington & Quincy Railroad Company.* August 9, 1909. Refund of \$10.01 on shipment of agricultural implements from Rock Falls, Ill., to Toledo, Ohio, on account of excessive rate.

6928. *Cleveland-Canton Spring Company v. Wheeling & Lake Erie Railroad Company.* September 20, 1909. Refund of \$31.16 on shipment of wagon springs from Canton, Ohio, to Oshkosh, Wis., on account of excessive rate.

6930. *Missoula Mercantile Company v. Oregon Railroad & Navigation Company.* September 16, 1909. Waives collection of undercharge of \$171.68 on shipment of salmon from Layton, Utah, to Wallace, Idaho, on account of excessive rate.

6931. *Ames-Harris-Neville Company v. Oregon Railroad & Navigation Company.* November 2, 1909. Refund of \$22.08 on shipment of wool bags from Portland, Oreg., to Dillon, Mont., on account of excessive rate.

6932. *Louisville Coal & Coke Company v. Chicago, Indianapolis & Louisville Railway Company.* November 16, 1909. Refund of \$19.04 on shipment of coke from Louisville, Ky., to West Baden, Ind., on account of excessive rate.

6933. *George M. Wright v. Oregon Railroad & Navigation Company.* November 2, 1909. Refund of \$8.74, and waives collection of undercharge of \$87.41 on shipment of oranges and lemons from Casa Blanca, Cal., to Baker City, Oreg., on account of excessive rate.

6934. *Hall & Brown v. Oregon Railroad & Navigation Company.* September 27, 1909. Waives collection of \$81.18 on shipment of hay from Ontario, Oreg., to Hood River, Oreg., on account of excessive rate.

6936. *Albany Tanning Company v. Southern Pacific Company in Oregon.* October 18, 1909. Refund of \$91.92 on shipment of tan bark from Arkland Wharf, Cal., to Albany, Oreg., on account of excessive rate.

6938. *E. H. Morrison v. Oregon Railroad & Navigation Company.* October 14, 1909. Refund of \$138.60 on shipment of beet seed from Fairfield, Wash., to Los Alamitos, Cal., on account of excessive rate.

6941. *W. B. Ferguson & Company v. Virginia Railway Company.* September 15, 1909. Refund of \$1.80 on shipment of canned goods from Baltimore, Md., to Suffolk, Va., on account of excessive rate.

6942. *Ely Reznick v. Yazoo & Mississippi Valley Railroad Company.* October 7, 1909. Refund of \$582.52 on shipments of scrap iron from various points to East St. Louis, Ill., on account of excessive rate.

6949. *Peoria Packing Company v. Atchison, Topeka & Santa Fe Railway Company.* November 20, 1909. Refund of \$54.17 on shipment of cattle from Kansas City, Mo., to Peoria, Ill., on account of excessive rate.

6951. *J. W. Paxson Company v. Pennsylvania Railroad Company.* October 4, 1909. Refund of \$29.64 on shipment of sand from Birmingham, N. J., to Norristown, Pa., on account of excessive rate.

6953. *Pierce Elevator Company v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company.* September 23, 1909. Refund of \$7.32 on shipment of corn from Union City, Ind., to Cincinnati, Ohio, on account of excessive rate.

6957. *Manhattan Horse Manure Company v. Central Railroad Company of New Jersey.* September 20, 1909. Refund of \$48.25 on shipment of manure from Jersey Avenue, N. J., to Landisville, Pa., on account of excessive rates.

6960. *J. S. Hatchur & Company v. Chicago, Burlington & Quincy Railroad Company.* August 14, 1909. Refund of \$95.17 on shipment of rubble from Lyons, Colo., to Elwood, Nebr., on account of excessive rate.

6975. *Sterling Manufacturing Company v. Michigan Central Railroad Company.* September 13, 1909. Refund of \$50.61 on shipment of agricultural implements from Rock Falls, Ill., to Jackson, Mich., on account of excessive rate.

6976. *Sterling Manufacturing Company v. Chicago, Burlington & Quincy Railroad Company.* November 29, 1909. Refund of \$7.50 on 1 car of agricultural implements from Rock Falls, Ill., to Galien, Mich., on account of excessive rate.

6986. *Stack-Gibbs Lumber Company v. Spokane & Inland Empire Railroad Company.* November 9, 1909. Refund of \$7,244.36 on shipment of lumber from La Crosse, Idaho, to various points, on account of excessive rate.

6988. *W. A. Rundell & Company v. Norfolk & Western Railway Company.* November 24, 1909. Refund of \$2.31 on shipment of wheat from Galien, Mich., to Saunders, Va., on account of excessive rate.

6989. *Acme Milling Company v. Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company.* September 7, 1909. Refund of \$4 on shipment of flour from Indianapolis, Ind., to Berea, Ky., on account of excessive rate.

6991. *C. H. Dauchy Company v. Delaware & Hudson Company.* September 15, 1909. Refund of \$47.71 on 1 car of window glass from Sabraton, W. Va., to Albany, N. Y., on account of excessive rate.

6993. *McAlester Fuel Company v. Atchison, Topeka & Santa Fe Railway Company.* August 20, 1909. Waives collection of undercharge of \$15.18 on shipment of coal from Radley, Kans., to Kansas City, Mo., on account of excessive rate.

6996. *The Sherbrooke Gas & Vitrified Brick Company v. Missouri Pacific Railway Company.* October 22, 1909. Refund of \$11.55 on 3 cars of brick from Le Roy, Kans., to Jewell City, Kans., on account of excessive rate.

6997. *W. B. Ferguson & Company v. Virginian Railway Company.* November 17, 1909. Refund of \$1.20 on 2 shipments of canned fruits and vegetables from Baltimore, Md., to Suffolk, Va., on account of excessive rate.

6999. *Briggs & Cooper Company v. Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company.* November 18, 1909. Refund of \$5.72 on 1 car of lumber from Crittenden, Ark., to Union City, Pa., on account of misrouting.

7002. *Farber Seed Company v. Atchison, Topeka & Santa Fe Railway Company.* September 24, 1909. Refund of \$308.78 on shipment of alfalfa seed from Tempe, Ariz., to St. Joseph, Mo., on account of excessive rate.

7003. *Jackson Lumber Company v. Central of Georgia Railway Company.* August 18, 1909. Refund of \$10.66 on 1 car of lumber from Lockhart, Ala., to Charleston, S. C., on account of excessive rate.

7014. *Wausau Lumber Company v. Chicago & Northwestern Railway Company.* November 11, 1909. Refund of \$5 on 1 car of lumber from St. Charles, Ill., to Rib Falls, Wis., on account of misrouting.

7015. *Penrod Walnut & Veneer Company v. Atchison, Topeka & Santa Fe Railway Company.* August 26, 1909. Refund of \$210.78 on 8 shipments of walnut logs from points in Kansas to Sheffield, Mo., on account of excessive rate.

7016. *William Kally Milling Company v. Atchison, Topeka & Santa Fe Railway Company.* September 11, 1909. Refund of \$15 on shipment of flour and bran from Hutchinson, Kans., to Rocky Ford, Colo., on account of excessive rate.

7017. *Chattanooga Plow Company v. Southern Railway Company.* August 20, 1909. Refund of \$2.22 on 2 shipments of turpentine from Mount Pleasant, Ga., to Chattanooga, Tenn., on account of excessive rate.

7020. *John W. Cockerham v. Kansas City Southern Railway Company.* November 12, 1909. Refund of \$296.98 on shipments of cotton seed from Stillwater, Okla., to Shreveport, La., on account of excessive rate.

7023. *Alabama Lumber & Export Company v. Louisville & Nashville Railroad Company.* September 7, 1909. Refund of \$7.90 on shipment of lumber from Aycock, Fla., to Montgomery, Ala., on account of excessive rate.

7031. *P. Garvan v. Boston & Maine Railroad.* September 16, 1909. Refund of \$17.06 on 3 shipments of rags from Oak Grove, Mass., to Hartford, Conn., on account of excessive rate.

7036. *Hutchinson Milling Company v. Atchison, Topeka & Santa Fe Railway Company.* August 30, 1909. Refund of \$15.12 on shipment of flour from Hutchinson, Kans., to Hoehne's, Colo., on account of excessive rate.

7037. *Morris Mercantile Company v. Atchison, Topeka & Santa Fe Railway Company.* September 2, 1909. Refund of \$0.51 on shipment of apples from Sterling, Kans., to Las Animas, Colo., on account of excessive rate.

7045. *Ottumwa Pickle Company v. Wabash Railroad Company.* September 27, 1909. Refund of \$30.25 on 2 shipments of pickles from Ottumwa, Iowa, to St. Louis, Mo., on account of excessive rate.

7049. *H. J. Heinz Company v. Pere Marquette Railroad Company.* September 29, 1909. Refund of \$32.64 on shipment of salt from Saginaw, Mich., to Reedsburg, Wis., on account of excessive rate.

7054. *M. J. Grove Lime Company v. Northern Central Railway Company.* September 30, 1909. Refund of \$12.65 on shipment of lime from Frederick, Md., to Ashville, Pa., on account of excessive rate.

7056. *Indiana Fibre Box Company v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company.* September 29, 1909. Refund of \$52.83 on shipment of fiber board cases from New Castle, Ind., to Yorkville, Mich., on account of excessive rate.

7057. *Armour & Company v. Chicago, Burlington & Quincy Railroad Company.* September 23, 1909. Refund of \$63.18 on shipment of grease from Sioux City, Iowa, to Ivorydale, Ohio, on account of excessive rate.

7058. *T. C. Keller & Company v. Chicago, Burlington & Quincy Railroad Company.* November 12, 1909. Refund of \$10.96 on 2 cars of coal from Sesser, Ill., to Moorar, Iowa, on account of excessive rate.

7059. *Beatrice Creamery Company v. Chicago, Burlington & Quincy Railroad Company.* September 23, 1909. Refund of \$13.33 on shipment of coal from Frontenac, Kans., to Hastings, Nebr., on account of excessive rate.

7060. *Midland Linseed Company v. Chicago, Burlington & Quincy Railroad Company.* September 23, 1909. Refund of \$18.08 on shipment of oil meal from Minneapolis, Minn., to Ottumwa, Iowa, on account of excessive rate.

7061. *Donk Brothers Coal & Coke Company v. Chicago, Burlington & Quincy Railroad Company.* November 29, 1909. Refund of \$100.72 on 16 cars of mine props from Hawk Point, Mo., to East St. Louis, Ill., on account of excessive rate.

7062. *H. J. Heinz Company v. Pere Marquette Railroad Company.* September 11, 1909. Refund of \$32.40 on shipment of salt from Saginaw, Mich., to Baraboo, Wis., on account of excessive rate.

7064. *Columbus Bagging & Tie Company v. Charleston & Western Carolina Railway Company.* November 18, 1909. Refund of \$27.73 on 3 shipments of bagging and ties from Greenwood, S. C., to Columbus, Ga., on account of excessive rate.

7071. *Stack-Gibbs Company v. Spokane & Inland Empire Railroad Company.* November 9, 1909. Refund of \$7,244.36 on shipments of lumber from La Crosse, Idaho, to various points, on account of excessive rate.

7072. *Dupont Powder Company v. Chicago, Burlington & Quincy Railroad Company.* September 11, 1909. Refund of \$473.82 on 11 cars of nitrate of soda from Moorar, Iowa, to Barksdale, Wis., on account of excessive rate.

7075. *Day Coal Company v. Chicago, Burlington & Quincy Railroad Company.* September 23, 1909. Refund of \$26.48 on shipment of coalettes from Kansas City, Mo., to Sioux City, Iowa, on account of excessive rate.

7076. *Sterling Manufacturing Company v. Chicago, Burlington & Quincy Railroad Company.* August 27, 1909. Refund of \$8.07 on shipment of agricultural implements from Rock Falls, Ill., to Capac, Mich., on account of excessive rate.

7077. *A. Kaplan v. Louisiana Western Railroad Company.* November 4, 1909. Refund of \$27.30 on 1 car of cotton-seed hulls from Houston, Tex., to Kaplan, La., on account of excessive rate.

7078. *Fred Gardner v. Chicago, Burlington & Quincy Railroad Company.* September 27, 1909. Refund of \$4.80 on 4 cars of ear corn from Blythedale, Mo., to Minneapolis, Minn., and East St. Louis, Ill., on account on nonallowance for grain doors.

7079. *James Heritage v. Pennsylvania Railroad Company.* September 2, 1909. Refund of \$23.84 on 1 car of lime from White Marsh Junction, Pa., to Vineland, N. J., on account of excessive rate.

7080. *G. L. Tharpe & Company v. Chicago, Burlington & Quincy Railroad Company.* October 18, 1909. Refund of \$33.80 on shipment of lemons from Corona, Cal., to Crawford, Nebr., on account of excessive rate.

7083. *Colburn Brothers v. Atchison, Topeka & Santa Fe Railway Company.* September 11, 1909. Refund of \$15.15 on shipment of flour and feed from McPherson, Kans., to Fowler, Colo., on account of excessive rate.

7085. *Hartman Furniture Company v. Minneapolis & St. Louis Railroad Company.* October 5, 1909. Refund of \$10.20 and waives collection of \$20.40 on shipment of furniture from Bloomington, Ind., to Minneapolis, Minn., on account of excessive rate.

7086. *Hartman Furniture Company v. Minneapolis & St. Louis Railroad Company.* October 5, 1909. Refund of \$23 on shipment of furniture from Bloomington, Ind., to Minneapolis, Minn., on account of excessive rate.

7088. *Dodge City Milling & Elevator Company v. Atchison, Topeka & Santa Fe Railway Company.* September 21, 1909. Refund of \$18.14 on shipment of flour from Dodge City, Kans., to La Junta, Colo., on account of excessive rate.

7089. *O. G. Seeton & Son v. Atchison, Topeka & Santa Fe Railway Company.* September 11, 1909. Refund of \$32.60 on shipment of flour from Denver, Colo., to El Paso, Tex., on account of excessive rate.

7090. *Morris Mercantile Company v. Atchison, Topeka & Santa Fe Railway Company.* September 2, 1909. Refund of \$0.52 on shipment of fruit and potatoes from Hutchinson, Kans., to Las Animas, Colo., on account of excessive rate.

7091. *Pine Lumber Company v. Gulf & Ship Island Railroad Company.* September 15, 1909. Refund of \$7.42 on shipment of lumber from Mish, Miss., to Louisville, Ky., on account of excessive rate.

7092. *E. I. Du Pont de Nemours Powder Company v. Chicago, Burlington & Quincy Railroad Company.* September 11, 1909. Refund of \$41.64 on shipment of powder from Moorar, Iowa, to Grayson, Ill., on account of excessive rate.

7094. *J. M. Sayre v. Colorado & Southern Railway Company.* November 18, 1909. Waives collection of \$73.55 on shipment of hay from Beshoar Junction, Colo., to Clayton, N. Mex., on account of excessive rate.

7096. *Manteno Brick & Tile Company v. Illinois Central Railroad Company.* September 15, 1909. Refund of \$116.64 on shipment of brick from Manteno, Ill., to Burlington, Iowa, on account of excessive rate.

7097. *Galesburg Railway & Light Company v. Chicago, Burlington & Quincy Railroad Company.* September 15, 1909. Refund of \$35.01 on 2 cars of coke from Galesburg, Ill., to Minneapolis, Minn., on account of excessive rate.

7098. *Monarch Milling Company v. Atchison, Topeka & Santa Fe Railway Company.* October 4, 1909. Refund of \$15.02 on shipment of flour from Hutchinson, Kans., to Rocky Ford, Colo., on account of excessive rate.

7099. *Larabee Flour Mills Company v. Atchison, Topeka & Santa Fe Railway Company.* September 22, 1909. Refund of \$27 on shipment of flour and feed from Stafford Kans., to Manzanola, Colo., on account of excessive rate.

7100. *Larabee Flour Mills Company v. Atchison, Topeka & Santa Fe Railway Company.* September 11, 1909. Refund of \$0.47 on shipment of cotton bags from Kansas City, Mo., to Hutchinson, Kans., on account of excessive rate.

7101. *William Kelly Milling Company v. Atchison, Topeka & Santa Fe Railway Company.* September 11, 1909. Refund of \$0.58 on shipment of cotton bags from Kansas City, Mo., to Hutchinson, Kans., on account of excessive rate.

7102. *Dodge City Milling & Elevator Company v. Atchison, Topeka & Santa Fe Railway Company.* September 11, 1909. Refund of \$9.05 on shipment of flour from Dodge City, Kans., to Las Animas, Colo., on account of excessive rate.

7104. *Sterling Manufacturing Company v. Chicago, Burlington & Quincy Railroad Company.* September 29, 1909. Refund of \$11.64 on shipment of agricultural implements from Rock Falls, Ill., to Yale, Mich., on account of excessive rate.

7111. *Maedonald Engineering Company v. Norfolk & Western Railway Company.* September 29, 1909. Refund of \$107.64 on shipment of contractors outfit from Saltville, Va., to Johnson City, Tenn., on account of excessive rate.

7113. *Sterling Manufacturing Company v. Chicago, Burlington & Quincy Railroad Company.* September 24, 1909. Refund of \$6.05 and waives collection of undercharge of \$1 on shipment of agricultural implements from Rock Falls, Ill., to Yale, Mich., on account of excessive rate.

7115. *The American Hemp Company v. Louisville & Nashville Railroad Company.* September 23, 1909. Refund of \$176.05 on 3 cars of hemp from Stanford, Ky., to New York, N. Y., on account of excessive rate.

7123. *The Deming Company v. Pennsylvania Railroad Company.* November 17, 1909. Refund of \$2.50 on shipment of pump material from Salem, Ohio, to New York, N. Y., on account of misrouting.

7126. *General Chemical Company v. Central Railroad Company of New Jersey.* September 15, 1909. Refund of \$9.45 on 3 cars of muriatic acid from Constable Hook, N. J., to Hazard, Pa., on account of excessive rate.

7130. *Schenectady Power Company v. Boston & Maine Railroad.* September 11, 1909. Refund of \$711.14 on 27 cars of grout stone from North Pownal, Vt., to Johnsonville, N. Y., on account of excessive rate.

7136. *The Mahaffey Company v. Louisville & Nashville Railroad Company.* September 23, 1909. Refund of \$12.04 on shipment of cement from Stacey, Minn., to Carlisle, Ky., on account of excessive rate.

7140. *M. I. Wilcox Company v. New York, Chicago & St. Louis Railroad Company.* September 29, 1909. Refund of \$4.86 on 1 car of building paper and tar from Erie, Pa., to Findlay, Ohio, on account of excessive rate.

7143. *Swift & Company v. Southern Railway Company.* November 18, 1909. Refund of \$6.80 on shipment of cotton-seed oil from Charlotte, N. C., to Baltimore, Md., on account of misrouting.

7154. *Tucker & Goodwin v. New York, New Haven & Hartford Railroad Company.* September 29, 1909. Refund of \$85.54 on 8 cars of sugar from Pier 50, East River, New York, N. Y., to Hartford, Conn., on account of excessive rate.

7156. *E. I. Du Pont de Nemours Powder Company v. Nashville, Chattanooga & St. Louis Railway.* November 12, 1909. Refund of \$16.20 on shipment of powder from Chattanooga, Tenn., to Riverside, Tenn., on account of excessive rate.

7157. *Wheeler Lumber & Bridge Supply Company v. Chicago, Burlington & Quincy Railroad Company.* September 29, 1909. Waives collection of undercharge of \$19.50 on 1 car of fir lumber from Eagle Gorge, Wash., to Beatrice, Nebr., on account of excessive weight.

7162. *Washington Brick & Lime Manufacturing Company v. Oregon Railroad & Navigation Company.* September 13, 1909. Refund of \$86.92 on 8 cars of slab wood from Rose Lake, Idaho, to Freeman, Wash., on account of excessive rate.

7172. *Hutchinson (Kansas) Salt Company v. Atchison, Topeka & Santa Fe Railway Company.* October 5, 1909. Refund of \$10.90 on 23 shipments of cotton bags from Kansas City, Mo., to Hutchinson, Kans., on account of excessive rate.

7177. *C. B. Havens & Company v. Chicago, Burlington & Quincy Railroad Company.* November 10, 1909. Refund of \$59.03 on 5 cars of coal from Frontenac, Kans., to Ingleside, Nebr., on account of excessive rate.

7181. *Cotton & Linseed Meal Company v. Atchison, Topeka & Santa Fe Railway Company.* September 21, 1909. Refund of \$20 on shipment of cotton-seed meal from Caruthersville, Mo., to Rockland, Kans., on account of excessive rate.

7185. *New York & Pennsylvania Company v. Pennsylvania Railroad Company.* September 15, 1909. Refund of \$11.26 on 3 cars of wood pulp from Philadelphia, Pa., to Lock Haven, Pa., on account of excessive rate.

7191. *Ely Brothers (Incorporated) v. New York, New Haven & Hartford Railroad Company.* September 23, 1909. Refund of \$136.63 on 20 cars of lumber from Westfield, Mass., to Bridgeport, Waterbury, and New Britain, Conn., on account of excessive rate.

7192. *Carman Manufacturing Company v. Northern Pacific Railway Company.* September 13, 1909. Refund of \$19.25 on shipment of kapok from Portland, Oreg., to Spokane, Wash., on account of excessive rate.

7193. *E. I. Du Pont de Nemours Powder Company v. Northern Pacific Railway Company.* October 7, 1909. Refund of \$117.65 on 4 shipments of castings from Portland, Oreg., to Du Pont, Wash., on account of excessive rate.

7194. *Hebron Fire & Pressed Brick Company v. Northern Pacific Railway Company.* September 24, 1909. Refund of \$120.18 on 4 shipments of brick from Hebron, N. Dak., to Duluth, Minn., on account of excessive rate.

7197. *J. F. Phelan v. Las Vegas & Tonopah Railroad Company.* October 20, 1909. Waives collection of undercharge of \$28 on shipment of cattle and sheep from Juab, Utah, to Rhyolite, Nev., on account of excessive rate.

7199. *D. M. Mills v. Atchison, Topeka & Santa Fe Railway Company.* October 22, 1909. Refund of \$92.40 on 2 shipments of beer from Milwaukee, Wis., to La Junta, Colo., on account of excessive rate.

7201. *J. T. Holland v. Nashville, Chattanooga & St. Louis Railway.* November 26, 1909. Refund of \$71.37 on 1 car of cowpeas from Dalton, Ga., to Evansville, Ind., on account of excessive rate.

7202. *Bass & McCue v. Illinois Central Railroad Company.* November 29, 1909. Waives collection of \$166.83 on shipment of lumber from Robinson, Miss., to New Orleans, La., on account of excessive rate.

7204. *Ohio Cereal Company v. Norfolk & Western Railway Company.* November 13, 1909. Refund of \$16 on shipment of flour and feed from Circleville, Ohio, to Rocky Mount, Va., on account of excessive rate.

7206. *Peoples Brewing Company v. Great Northern Railway Company.* November 20, 1909. Refund of \$4 on shipment of beer from Duluth, Minn., to Hibbing, Minn., on account of excessive rate.

7207. *Minneapolis Brewing Company v. Great Northern Railway Company.* November 20, 1909. Refund of \$5.77 on 1 car of beer from Minneapolis, Minn., to Grand Rapids, Mich., on account of excessive minimum carload weight.

7208. *Minneapolis Brewing Company v. Great Northern Railway Company.* November 20, 1909. Refund of \$1 on shipment of beer from Minneapolis, Minn., to Cart, Minn., on account of excessive minimum carload weight.

7209. *Minneapolis Brewing Company v. Great Northern Railway Company.* November 23, 1909. Refund of \$9.69 on 2 cars of beer from Minneapolis, Minn., to Chisholm, Minn., on account of excessive minimum carload weight.

7210. *W. I. McKee Lumber Company v. Chicago, Burlington & Quincy Railroad Company.* November 18, 1909. Refund of \$26 and waives collection of \$40 on shipment of lumber from Lathrop, Mont., to Verona, Nebr., on account of excessive rate.

7211. *W. L. Stiekel v. Chicago, Burlington & Quincy Railroad Company.* October 16, 1909. Refund of \$40 on shipment of lumber from Lathrop, Mont., to Kearney, Nebr., on account of larger car furnished than ordered.

7212. *Curtis & Bartlett Company v. Chicago, Burlington & Quincy Railroad Company.* October 16, 1909. Refund of \$34.80 on shipment of lumber from Lathrop, Mont., to Lincoln, Nebr., on account of larger car furnished than ordered.

7214. *State Elevator Company v. Great Northern Railway Company.* November 12, 1909. Refund of \$51.45 on 2 shipments of oats from Hensel, S. Dak., to Akeley, Minn., on account of excessive rate.

7221. *National Fireproofing Company v. New York, Chicago & St. Louis Railroad Company.* November 24, 1909. Refund of \$40.07 on 1 car of brick from Utica, Ill., to Hobart, Ind., on account of excessive rate.

7223. *National Biscuit Company v. Chicago, Rock Island & Pacific Railway Company.* November 16, 1909. Refund of \$6.12 on shipment of flour from Chicago, Ill., to Kansas City, Mo., on account of excessive rate.

7243. *Sterling Manufacturing Company v. Chicago, Burlington & Quincy Railroad Company.* November 12, 1909. Refund of \$10.95 on shipment of agricultural implements from Rock Falls, Ill., to Albion, Mich., on account of excessive rate.

7246. *International Harvester Company v. Chicago, Burlington & Quincy Railroad Company.* September 24, 1909. Refund of \$8.44 on shipment of agricultural implements from Rock Falls, Ill., to Marshall, Mich., on account of excessive rate.

7247. *International Harvester Company v. Chicago, Burlington & Quincy Railroad Company.* September 24, 1909. Refund of \$2.79 on 1 car of agricultural implements from Rock Falls, Ill., to Horton, Mich., on account of excessive rate.

7249. *J. H. Wilson Saddlery Company v. Union Pacific Railroad Company.* November 16, 1909. Refund of \$22.95 on 2 shipments of harness leather from Milwaukee and Kenosha, Wis., to Denver, Colo., on account of excessive rate.

7254. *C. E. Murray v. Nashville, Chattanooga & St. Louis Railway.* October 1, 1909. Refund of \$7.93 on 1 car of slack barrel staves from Bon Aqua, Tenn., to Auburn, Ky., on account of excessive rate.

7255. *A. Wasmuth & Sons Company v. Wabash Railroad Company.* October 1, 1909. Refund of \$62.46 on 3 shipments of corn from Andrews and Roanoke, Ind., to Adrian, Mich., on account of excessive rate.

7260. *Alexander Mercantile Company v. St. Louis, Rocky Mountain & Pacific Railway Company.* November 12, 1909. Refund of \$34.54 on shipment of flour from Trinidad, Colo., to Raton, N. Mex., on account of excessive rate.

7263. *Pioneer Mercantile Company v. St. Louis, Rocky Mountain & Pacific Railway Company.* November 12, 1909. Refund of \$69.81 on shipment of flour and bran from Trinidad, Colo., to Raton, N. Mex., on account of excessive rate.

7281. *Deere & Webber Company v. Minneapolis & St. Louis Railroad Company.* November 17, 1909. Refund of \$27 on shipment of agricultural implements from Moline, Ill., to Fairfax, Minn., on account of excessive rate.

7282. *C. H. Young & Company v. Chicago, Burlington & Quincy Railroad Company.* November 13, 1909. Refund of \$11.35 on shipment of marble from Baltimore, Md., to St. Paul, Minn., on account of excessive rate.

7283. *Kansas City Bag Manufacturing Company v. Atchison, Topeka & Santa Fe Railway Company.* September 24, 1909. Refund of \$11.10 on shipment of cotton flour bags from Kansas City, Mo., to Halstead, Kans., on account of excessive rate.

7296. *O. P. Grotto v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* November 12, 1909. Waives collection of undercharge of \$13.37 on shipment of cord wood from Couderay, Wis., to Windom, Minn., on account of excessive rate.

7297. *Barish Brothers Coal Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* November 12, 1909. Waives collection of undercharge of \$21.68 on shipment of slab wood from Hayward, Wis., to Sioux City, Iowa, on account of excessive rate.

7298. *Willow River Lumber Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* October 20, 1909. Refund of \$121.82 on 4 cars of rails and angle bars from Duluth, Minn., to Grandview, Wis., on account of excessive rate.

7303. *International Harvester Company v. Chicago, Burlington & Quincy Railroad Company.* September 24, 1909. Refund of \$8.78 on shipment of agricultural implements from Rock Falls, Ill., to Saginaw, Mich., on account of excessive rate.

7308. *S. A. Foster Lumber Company v. Chicago, Burlington & Quincy Railroad Company.* September 29, 1909. Waives collection of undercharge of \$4.03 on shipment of lumber from Wrenco, Idaho, to Ord, Nebr., on account of excessive weight.

7310. *Abendschan Brothers v. Atchison, Topeka & Santa Fe Railway Company.* October 29, 1909. Refund of \$45.02 on shipment of beer from St. Louis, Mo., to Las Animas, Colo., on account of excessive rate.

7311. *Hercules Mercantile Company v. Phoenix & Eastern Railroad Company.* October 29, 1909. Refund of \$160 on 4 shipments of barley from Mesa, Ariz., to Kelvin, Ariz., on account of excessive rate.

7315. *Acme Manufacturing Company v. Charleston & Western Carolina Railway Company.* November 18, 1909. Refund of \$20 on 2 cars of cotton-seed meal from Lowndesville, S. C., to Cronly, N. C., on account of excessive rate.

7316. *J. F. Phelan v. Las Vegas & Tonopah Railroad Company.* September 30, 1909. Waives collection of undercharge of \$13.70 on shipment of hay from Starr, Utah, to Rhyolite, Nev., on account of excessive rate.

7321. *Pabst Brewing Company v. Chicago & Northwestern Railway Company.* November 12, 1909. Refund of \$347.22 on 32 cars of empty beer packages from Council Bluffs, Iowa, Omaha, Nebr., and St. Joseph, Mo., to Milwaukee, Wis., on account of excessive rate.

7323. *S. A. Foster Lumber Company v. Chicago, Burlington & Quincy Railroad Company.* September 27, 1909. Waives collection of \$44.75 on shipment of lumber from Wrenco, Idaho, to Litchfield, Nebr., on account of excessive rate.

7326. *Northern Iron Company v. Delaware & Hudson Company.* October 21, 1909. Refund of \$129.47 on 4 cars of pig iron from Port Henry, N. Y., to Burlington, N. J., on account of excessive rate.

7333. *E. P. Stacey & Sons v. Missouri Pacific Railway Company.* November 12, 1909. Refund of \$237.15 on 9 cars of strawberries from Van Buren and Dyer, Ark., to Minneapolis, Minn., on account of excessive rate.

7343. *S. A. Foster Lumber Company v. Chicago, Burlington & Quincy Railroad Company.* September 27, 1909. Waives collection of \$72.45 on shipments of lumber from Wrenco, Idaho, to Beatrice and Central City, Nebr., on account of excessive minimum carload weight.

7357. *Racine-Sattley Company v. Wabash Railroad Company.* October 22, 1909. Refund of \$33 on shipment of agricultural implements from Springfield, Ill., to Farmington, N. Mex., on account of excessive minimum carload weight.

7358. *R. J. Reynolds Tobacco Company v. Southern Railway Company.* September 16, 1909. Refund of \$1.30 on shipment of plug tobacco from Winston-Salem, N. C., to Clifton Forge, Va., on account of excessive rate.

7359. *E. G. Rall Grain Company v. St. Louis & San Francisco Railroad Company.* September 27, 1909. Refund of \$27 on shipment of corn from South Haven, Kans., to Verona, Mo., on account of excessive rate.

7362. *Standard Tie Company v. Chicago & Eastern Illinois Railroad Company.* September 21, 1909. Refund of \$201.56 on 15 cars of lumber from Joppa, Ill., to Chili, Ind., on account of excessive rate.

7363. *Menser Brothers Lumber Company v. Illinois Central Railroad Company.* September 27, 1909. Refund of \$15.54 on shipment of coal from Litchfield, Ill., to East Dubuque, Ill., on account of excessive rate.

7364. *General Chemical Company v. Baltimore & Ohio Railroad Company.* October 4, 1909. Refund of \$24.24 on shipment of phosphate of soda from Locust Point, Baltimore, Md., to Dundee Lake, N. J., on account of excessive rate.

7365. *Mrs. Edna Taylor v. Chicago, Rock Island & Gulf Railway Company.* October 1, 1909. Refund of \$1.90 on shipment of household goods from Logan, N. Mex., to Dalhart, Tex., on account of excessive rate.

7366. *W. T. Farr v. Chicago, Rock Island & Gulf Railway Company.* October 1, 1909. Refund of \$1.06 on shipment of pipe from Naravisa, N. Mex., to Dalhart, Tex., on account of excessive rate.

7367. *S. D. Dodds v. Chicago, Rock Island & Gulf Railway Company.* October 1, 1909. Refund of \$4.20 on shipment of household goods from Tucumcari, N. Mex., to Amarillo, Tex., on account of excessive rate.

7368. *E. Morales v. Chicago, Rock Island & Gulf Railway Company.* October 1, 1909. Refund of \$3.37 on shipment of potatoes, flour, and sugar from Naravisa, N. Mex., to Romero, Tex., on account of excessive rate.

7369. *S. Vandewart & Company v. Chicago, Rock Island & Gulf Railway Company.* October 1, 1909. Refund of \$6.80 on shipment of hides and pelts from Tucumcari, N. Mex., to Dalhart, Tex., on account of excessive rate.

7370. *S. Vandewart & Company v. Chicago, Rock Island & Gulf Railway Company.* November 10, 1909. Refund of \$1.93 on shipment of hides and wool from Santa Rosa, N. Mex., to Dalhart, Tex., on account of excessive rate.

7371. *S. Vandewart & Company v. Chicago, Rock Island & Gulf Railway Company.* October 27, 1909. Refund of \$10.28 on shipment of hides and wool from Logan, N. Mex., to Dalhart, Tex., on account of excessive rate.

7372. *Albert Schwill & Company v. Chicago, Indiana & Southern Railroad Company.* November 11, 1909. Refund of \$13.05 on 2 cars of malt from South Chicago, Ill., to Danville, Ill., on account of excessive rate.

7373. *George Ely v. Chicago, Rock Island & Gulf Railway Company.* November 9, 1909. Refund of \$3.30 on shipment of empty bottles from Naravisa, N. Mex., to Dalhart, Tex., on account of excessive rate.

7375. *Minneapolis Brewing Company v. Minneapolis & St. Louis Railroad Company.* November 12, 1909. Refund of \$25.55 on 2 shipments of beer from Minneapolis, Minn., to Watertown, S. Dak., on account of excessive minimum carload weight.

7376. *P. G. Calhoun v. Chicago, Rock Island & Gulf Railway.* October 1, 1909. Refund of \$1.98 on shipment of household goods from Naravisa, N. Mex., to Dalhart, Tex., on account of excessive rate.

7377. *National Rice Milling Company v. Morgan's Louisiana & Texas Railroad & Steamship Company.* November 12, 1909. Refund of \$112.47 and waives collection of \$1,070.27 on 11 cars of rough rice from Nederland, Tex., to New Orleans, La., on account of excessive rate.

7390. *Ridenour-Baker Grocery Company v. Missouri Pacific Railway Company.* September 29, 1909. Refund of \$22.40 on 1 car of fruit jars from Coffeyville, Kans., to Lamar, Mo., on account of excessive rate.

7393. *Colorado Bedding Company v. St. Louis, Iron Mountain & Southern Railway Company.* November 12, 1909. Refund of \$13.74 on 1 car of linters from Texarkana, Ark., to Pueblo, Colo., on account of excessive rate.

7397. *Richardson Furniture Company v. Baltimore & Ohio Railroad Company.* November 18, 1909. Refund of \$30.71 on 3 cars of lumber from Deer Park, Md., to Keyser, W. Va., on account of excessive rate.

7400. *Boden Milling Company v. Norfolk & Western Railway Company.* October 7, 1909. Refund of \$15.73 on 2 shipments of coal from Nolan, W. Va., to Greenfield, Ohio, on account of excessive rate.

7402. *Glade Lumber Company v. Baltimore & Ohio Railroad Company.* September 29, 1909. Refund of \$5.55 on shipment of lumber from Bond, Md., to Piedmont, W. Va., on account of excessive rate.

7403. *G. H. Mitchell v. Baltimore & Ohio Railroad Company.* September 29, 1909. Refund of \$19.09 on 2 cars of lumber from Bond, Md., to Piedmont, W. Va., on account of excessive rate.

7405. *Union Bag & Paper Company v. Delaware & Hudson Company.* November 11, 1909. Refund of \$139.36 on 41 cars of paper bags from Sandy Hill, N. Y., to Minneapolis and St. Paul, Minn., on account of excessive rate.

7410. *H. Poehler Company v. Chicago, Burlington & Quincy Railroad Company.* November 20, 1909. Refund of \$668.71 on 10 cars of screenings from Superior, Wis., to St. Louis, Mo., on account of excessive rate.

7411. *C. B. Havens & Company v. Chicago, Burlington & Quincy Railroad Company.* September 21, 1909. Refund of \$99.40 on 8 cars of coal from Frontenac, Kans., to Ingleside, Nebr., on account of excessive rate.

7412. *H. Q. Banta v. Chicago, Burlington & Quincy Railroad Company.* September 29, 1909. Refund of \$31.48 on 2 cars of corn from Humboldt and Deller, Nebr., to Oberlin and Kanona, Kans., on account of excessive rate.

7413. *J. J. Jackson v. Chicago, Burlington & Quincy Railroad Company.* September 29, 1909. Refund of \$39.24 on 2 cars of corn from Beatrice, Nebr., and Washington, Kans., to Oberlin, Kans., on account of excessive rate.

7436. *The Mangelsdorf Brothers Company v. Chicago, Burlington & Quincy Railroad Company.* September 27, 1909. Refund of \$20.63 on 2 shipments of pop corn from Falls City, Nebr., to Atchison, Kans., on account of excessive rate.

7447. *Hydraulic Press Brick Company v. Chicago, Burlington & Quincy Railroad Company.* October 1, 1909. Refund of \$534.25 on 7 cars of pressed brick from St. Louis, Mo., to Sheridan, Wyo., on account of excessive rate.

7449. *Ilfeld-Vandewart Wool Company v. Atchison, Topeka & Santa Fe Railway Company.* September 29, 1909. Refund of \$538.72 on 5 shipments of wool from Lake Valley, N. Mex., to Albuquerque, N. Mex., on account of excessive rate.

7451. *Beatrice Corn Mills v. Union Pacific Railroad Company.* October 11, 1909. Refund of \$120 on 1 car of grits and hominy from Durant, Nebr., to Los Angeles, Cal., on account of excessive rate.

7452. *G. W. Carty v. Union Pacific Railroad Company.* November 12, 1909. Refund of \$103.19 on 3 cars of coal from Coalville, Utah, to Winnemucca, Nev., on account of excessive rate.

7459. *Burnham, Williams & Company v. Norfolk & Western Railway Company.* October 4, 1909. Refund of \$40.32 on 1 car of scrap iron from Roanoke, Va., to Eddystone, Pa., on account of excessive rate.

7463. *Cass County Lumber Company v. Kansas City Southern Railway Company.* October 4, 1909. Refund of \$24.96 on shipment of chats from Joplin, Mo., to Cleveland, Mo., on account of excessive rate.

7464. *Western Hay & Grain Company v. Northern Pacific Railway Company.* October 11, 1909. Refund of \$70.17 on 2 shipments of hay from Eggers, Mont., to Seattle, Wash., on account of excessive rate.

7475. *Black Canon Coal Company v. Denver & Rio Grande Railroad Company.* November 18, 1909. Refund of \$10.23 on 1 car of coal from Strong, Colo., to Almena, Kans., on account of excessive rate.

7482. *S. C. Schenck v. Chicago, Burlington & Quincy Railroad Company.* October 4, 1909. Refund of \$18.46 and waives collection of \$20.93 on 4 cars of coal from Chicago, Ill., to Hinckley, Ill., on account of excessive rate.

7491. *John T. Davis v. Chicago, Burlington & Quincy Railroad Company.* September 25, 1909. Refund of \$36.22 on 3 cars of cattle from Kansas City, Mo., to Quincy, Ill., on account of excessive rate.

7493. *Bradford-Kennedy Company v. Chicago, Burlington & Quincy Railroad Company.* September 29, 1909. Waives collection of undercharge of \$4.77 on 1 car of lumber from Colville, Wash., to Bertrand, Nebr., on account of excessive weight.

7494. *American Hardwood Lumber Company v. Chicago, Burlington & Quincy Railroad Company.* November 16, 1909. Refund of \$208 on shipment of lumber from St. Louis, Mo., to Denver Colo., on account of excessive rate.

7498. *Manning Fuel Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* September 29, 1909. Waives collection of undercharge of \$33 on 2 shipments of wood for fuel from Trego, Wis., to St. James, Minn., on account of excessive rate.

7500. *McKinney Brothers & Company v. Chicago, Burlington & Quincy Railroad Company.* September 29, 1909. Refund of \$136.29 on 2 shipments of cabages from Scottsbluff, Nebr., to Kansas City, Mo., on account of excessive rate.

7501. *La Grange Foundry Company v. Chicago, Burlington & Quincy Railroad Company.* October 4, 1909. Refund of \$12.96 on shipment of sand from Millington, Ill., to La Grange, Mo., on account of excessive rate.

7503. *Western Stove Lining Company v. Chicago, Burlington & Quincy Railroad Company.* September 25, 1909. Refund of \$6 on shipment of fire brick from Mexico, Mo., to Des Moines, Iowa, on account of excessive rate.

7505. *Henry Levis & Company v. Pennsylvania Railroad Company.* October 7, 1909. Refund of \$4.39 on 1 car of old rails from Pomeroy, Pa., to Wilmington, Del., on account of excessive rate.

7506. *Coeur d'Alene Lumber Company v. Northern Pacific Railway Company.* November 12, 1909. Refund of \$12.80 on shipment of lumber from Coeur d'Alene, Idaho, to Butte, Mont., on account of excessive rate.

7508. *Ingersoll-Rand Company v. Pennsylvania Railroad Company.* October 18, 1909. Refund of \$0.75 on shipment of brass bushings from Twin Rocks, Pa., to Phillipsburg, N. J., on account of drayage, due to misrouting.

7510. *Strand & Fletcher v. Pennsylvania Railroad Company.* October 4, 1909. Refund of \$9.60 on 1 car of cider and vinegar from Rochester, N. Y., to Nashville, Tenn., on account of misrouting.

7514. *Allegheny Forging Company v. Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company.* October 18, 1909. Refund of \$1.50 on shipment of iron bars from Pittsburg, Pa., to Gadsden, Ala., on account of drayage, due to misrouting.

7515. *B. F. Avery & Sons v. Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company.* November 12, 1909. Refund of \$39.23 on 1 car of wheels for agricultural implements from Springfield, Ohio, to Louisville, Ky., on account of excessive rate.

7523. *T. A. Foley v. Vandalia Railroad Company.* October 1, 1909. Refund of \$38.25 on 2 shipments of logs from Macksville, Ind., to Paris, Ill., on account of error in tariff.

7524. *Oak Manufacturing Company v. Lake Shore & Michigan Southern Railway Company.* November 12, 1909. Refund of \$79.59 on 8 cars of logs from Millersburg and Ligonier, Ind., to Edgerton, Ohio, on account of excessive rate.

7527. *E. I. Du Pont de Nemours Powder Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* October 8, 1909. Refund of \$508.08 on 4 cars of mixed acid from Barksdale, Wis., to Marquette, Mich., on account of excessive rate.

7528. *S. Vandewart & Company v. Chicago, Rock Island & Gulf Railway Company.* October 18, 1909. Refund of \$7.71 on 2 shipments of hides, pelts, and skins from Roy, N. Mex., to Dalhart, Tex., on account of excessive rate.

7530. *Jackson, Lee & Company v. Illinois Central Railroad Company.* November 16, 1909. Refund of \$531.27 on 8 cars of tomatoes from Toledo, Ohio, to New Orleans, La., on account of excessive rate.

7536. *Morgan & Company v. Great Northern Railway Company.* October 1, 1909. Refund of \$42.73 on shipment of sash and doors from Oshkosh, Wis., to Aberdeen, S. Dak., on account of excessive rate.

7537. *Charles F. Murphy Company v. Chicago, Indianapolis & Louisville Railway Company.* October 1, 1909. Refund of \$14.32 on shipment of potatoes from Colfax, Wis., to McCoysburg, Ind., on account of excessive rate.

7538. *Kirby & Hawkins v. Southern Railway Company.* November 16, 1909. Refund of \$85.46 on 4 shipments of cross-ties from Proffit, North Garden, and Culpeper, Va., to Langhorne, Pa., on account of excessive rate.

7541. *Wheeling Steel & Iron Company v. Wheeling & Lake Erie Railroad Company.* November 10, 1909. Refund of \$36.66 on shipment of wrought-iron pipe from Wheeling, W. Va., to Oak Forest, Ill., on account of excessive rate.

7563. *Eagle Milling Company v. Southern Pacific Company.* October 6, 1909. Refund of \$1,268.03 on 4 cars of barley from Brawley, Cal., to Tucson, Ariz., on account of excessive rate.

7567. *Standard Cordage Company v. New York Central & Hudson River Railroad Company.* November 12, 1909. Refund of \$22.22 on shipment of istle from New York, N. Y., to Brighton, Mass., on account of excessive rate.

7568. *Anheuser-Busch Brewing Association v. St. Louis Southwestern Railway Company.* October 15, 1909. Refund of \$6 on shipment of beer from St. Louis, Mo., to Thibodaux, La., on account of drayage resulting from misrouting.

7571. *Farrel Foundry & Machine Company v. New York, New Haven & Hartford Railroad Company.* October 4, 1909. Refund of \$72.07 on 5 cars of scrap iron from South Providence, R. I., to Ansonia, Conn., on account of excessive rate.

7574. *Worcester Rendering Company v. New York, New Haven & Hartford Railroad Company.* November 12, 1909. Refund of \$15.06 on shipment of tank-age from Auburn, Mass., to Portland, Me., on account of excessive rate.

7580. *F. Rittmueller & Son v. Illinois Central Railroad Company.* September 29, 1909. Refund of \$20.58 on 2 cars of pine lumber from Genesee, La., to Addison, Ill., on account of excessive rate.

7581. *N. Marr Grocery Company v. Missouri Pacific Railway Company.* October 7, 1909. Refund of \$102.96 on 1 car of canned tomatoes from Clover, Mo., to Colorado Springs, Colo., on account of excessive rate.

7586. *C. B. Detweiler v. Atchison, Topeka & Santa Fe Railway Company.* October 4, 1909. Refund of \$7.71 on shipment of apples from Newton, Kans., to La Junta, Colo., on account of excessive rate.

7590. *R. D. Snyder v. Maryland & Pennsylvania Railroad Company.* October 11, 1909. Refund of \$64.96 on 2 shipments of slate flour from Castle Fin, Pa., to Wilmington, Del., on account of excessive rate.

7591. *McGuire & Finnerty v. Chicago, Burlington & Quincy Railroad Company.* November 12, 1909. Refund of \$10.79 and waives collection of undercharge of \$4.15 on shipment of lump coal from Springfield, Ill., to Montrose, Iowa, on account of excessive rate.

7592. *Parker & Haas v. Chicago, Burlington & Quincy Railroad Company.* November 10, 1909. Refund of \$19.37 and waives collection of undercharge of \$7.45 on 2 shipments of lump coal from Springfield, Ill., to Montrose, Iowa, on account of excessive rate.

7594. *The Ravennu Mills v. Chicago, Burlington & Quincy Railroad Company.* November 10, 1909. Refund of \$69.38 on shipment of corn chop and corn meal from Ravenna, Nebr., to Arvada, Wyo., on account of excessive rate.

7595. *Ravenna Creamery Company v. Chicago, Burlington & Quincy Railroad Company.* November 10, 1909. Refund of \$2.43 on 2 shipments of butter and eggs from Ravenna, Nebr., to Cody, Wyo., on account of excessive rate.

7598. *W. A. Tully Grain Company v. Missouri, Kansas & Texas Railway Company.* October 27, 1909. Refund of \$29.36 on shipment of snapped corn from Okemah, Okla., to Austin, Tex., on account of excessive rate.

7607. *The Warner Fence Company v. Atchison, Topeka & Santa Fe Railway Company.* October 6, 1909. Refund of \$163.15 on shipment of wire fence, wire, and nails from Ottawa, Kans., to Granada, Colo., on account of excessive rate.

7609. *Alexander King & Company v. Chicago, Burlington & Quincy Railroad Company.* November 13, 1909. Refund of \$84.90 on 5 cars of stone from Galesburg, Ill., to Cheyenne, Wyo., on account of excessive rate.

7610. *Barr Clay Company v. Chicago, Indiana & Southern Railway Company.* November 10, 1909. Refund of \$775.22 on 44 cars of brick from Streator, Ill., to Fond du Lac, Wis., on account of excessive rate.

7616. *Illinois Steel Company v. Elgin, Joliet & Eastern Railway Company.* November 17, 1909. Refund of \$183.30 on 22 cars of rails from South Chicago, Ill., to Hartsdale, Ind., on account of excessive rate.

7617. *Atlas Elevator Company v. Northern Pacific Railway Company.* October 22, 1909. Refund of \$24.16 on shipment of corn from Davis, S. Dak., to Joliet, N. Dak., on account of excessive rate.

7618. *Independent Coal & Coke Company v. Denver & Rio Grande Railroad Company.* November 18, 1909. Refund of \$203.05 on 2 shipments of dump cars from Denver, Colo., to Helper, Utah, on account of excessive rate.

7619. *G. W. Rowley v. Atchison, Topeka & Santa Fe Railway Company.* November 16, 1909. Refunds of \$2.09 on shipment of apples from Soldier, Kans., to Wiley, Colo., on account of excessive rate.

7620. *Jacob Dold Packing Company v. Atchison, Topeka & Santa Fe Railway Company.* November 19, 1909. Refund of \$25.09 on shipment of cord wood from Ralston, Okla., to Wichita, Kans., on account of excessive rate.

7623. *Pennsylvania Pulverizing Company v. Pennsylvania Railroad Company.* October 18, 1909. Refund of \$18 on shipment of glass sand from Granville, Pa., to Newcastle, Del., on account of excessive rate.

7624. *Pennsylvania Pulverizing Company v. Pennsylvania Railroad Company.* October 22, 1909. Refund of \$16 on 2 cars of glass sand from Granville, Pa., to Newark, N. J., on account of excessive rate.

7626. *E. K. Sexton & Company v. Pennsylvania Railroad Company.* November 12, 1909. Refund of \$23.49 on 1 car of wood from Davenport, N. J., to Tacony, Pa., on account of excessive rate.

7640. *Thatcher Implement & Mercantile Company v. Gila Valley, Globe & Northern Railway Company.* November 16, 1909. Refund of \$136.10 on shipment of refined oil from Los Angeles, Cal., to Thatcher, Ariz., on account of excessive rate.

7641. *Quillitch Brothers Grain Company v. Missouri Pacific Railway Company.* October 22, 1909. Refund of \$21.40 on 1 car of hay from Yates Center, Kans., to Clayton, N. Mex., on account of excessive rate.

7642. *W. E. Lindsay v. Eastern Railway Company of New Mexico.* November 4, 1909. Waives collection of undercharge of \$40 on shipment of sand from River Stock Yards, N. Mex., to Portales, N. Mex., on account of excessive rate.

7643. *Wheeler-Holden Company v. Louisville & Nashville Railroad Company.* November 13, 1909. Refund of \$56.77 on 2 cars of cross-ties from Myers, Ky., to Cincinnati, Ohio, on account of excessive rate.

7644. *O. J. Hammell Company v. Baltimore & Ohio Railroad Company.* October 11, 1909. Refund of \$141.48 on 2 shipments of rough stone from Guilford, Md., to Pleasantville, N. J., on account of excessive rate.

7646. *Peoples Oil Company v. Illinois Central Railroad Company.* November 29, 1909. Refund of \$18.03 on 4 shipments of oil from various Kansas points to Springfield, Ill., on account of excessive rate.

7658. *The Malted Cereals Company v. Central Vermont Railway Company.* November 10, 1909. Refund of \$19.80 on shipment of farina from Burlington, Vt., to Boston, Mass., on account of excessive rate.

7659. *Consolidated Water Power & Paper Company v. Lake Shore & Michigan Southern Railway Company.* November 1, 1909. Refund of \$2.28 on shipment of iron cores from Cleveland, Ohio, to Grand Rapids, Wis., on account of excessive rate.

7660. *J. B. Bickerstaff v. Chesapeake & Ohio Railway Company.* November 26, 1909. Refund of \$21.86 on shipment of tankage from Richmond, Va., to Philadelphia, Pa., on account of excessive rate.

7702. *Hydraulic Press Brick Company v. St. Louis, Iron Mountain & Southern Railway Company.* November 23, 1909. Refund of \$21.90 on 1 car of brick from St. Louis, Mo., to Little Rock, Ark., on account of excessive rate.

7704. *Montevideo Roller Mill Company v. Anchor Line.* November 17, 1909. Refund of \$1.07 on 1 car of flour from Montevideo, Minn., to Greenville, Pa., on account of excessive rate.

7705. *Frank Samuel v. Philadelphia, Baltimore & Washington Railroad Company.* October 18, 1909. Refund of \$38.52 on shipment of scrap iron from Washington, D. C., to Principio, Md., on account of excessive rate.

7732. *James B. Clow & Sons v. Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company.* November 20, 1909. Refund of \$28.40 on 4 shipments of cast-iron pipe from Newcomerstown, Ohio, to Chicago, Ill., on account of excessive rate.

7733. *James B. Clow & Sons v. Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company.* November 12, 1909. Refund of \$6 on shipment of cast-iron pipe from Newcomerstown, Ohio, to East St. Louis, Ill., on account of excessive rate.

7735. *James B. Clow & Sons v. Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company.* November 12, 1909. Refund of \$25.79 on 3 cars of cast-iron pipe from Newcomerstown, Ohio, to West Pullman, Ill., on account of excessive rate.

7764. *Francis Bannerman v. New York, New Haven & Hartford Railroad Company.* November 1, 1909. Refund of \$50.96 on shipment of old firearm parts from Armory, Mass., to Fishkill Landing, N. Y., on account of excessive rate.

7772. *Diamond Match Company v. Chicago & Northwestern Railway Company.* November 12, 1909. Refund of \$23.73 on shipment of matches from Oshkosh, Wis., to Muscatine, Iowa, on account of excessive rate.

7782. *Castish Brothers v. Baltimore & Ohio Railroad Company.* November 17, 1909. Refund of \$25.94 on 2 cars of lumber from Vowinckle, Pa., to Falconer Junction, N. Y., on account of excessive rate.

7784. *E. B. Forrester v. Chicago, Burlington & Quincy Railroad Company.* November 12, 1909. Refund of \$9.05 on shipment of household goods from Mason, Nebr., to Deadwood, S. Dak., on account of excessive rate.

7789. *International Harvester Company of America v. Northern Pacific Railway Company.* November 12, 1909. Refund of \$63.65 on shipment of implements from McCormick, Ill., to Plains, Mont., on account of excessive rate.

7832. *Cincinnati Horse Shoe & Iron Company v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company.* November 10, 1909. Refund of \$7.29 on shipment of horseshoes from Cleves, Ohio, to Nashville, Tenn., on account of drayage due to misrouting.

7838. *Midland Linseed Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* November 26, 1909. Refund of \$23.10 on 2 cars of oil meal from Minneapolis, Minn., to Onaga and Winchester, Kans., on account of excessive rate.

7842. *Sherbrooke Gas & Vitriified Brick Company v. Missouri Pacific Railway Company.* November 12, 1909. Refund of \$29.88 on 2 cars of brick from Le Roy, Kans., to Canton and Oakwood, Okla., on account of excessive rate.

7844. *Northern Lumber Company v. Minneapolis & St. Louis Railroad Company.* November 16, 1909. Refund of \$3.99 on 1 car of lumber from Cloquet, Minn., to Fairfax, Minn., on account of excessive rate.

7855. *Armour & Company v. Texas & Pacific Railway Company.* November 27, 1909. Refund of \$113.48 on shipment of packing-house products from Fort Worth, Tex., to Greenwood, Miss., on account of excessive rate.

7858. *Joyce-Pruitt Company v. Eastern Railway of New Mexico.* November 12, 1909. Refund of \$105.80 on 5 shipments of wool from Pecos, Tex., to Carlsbad, N. Mex., on account of excessive rate.

7874. *F. R. Rice & Company v. Missouri Pacific Railway Company.* November 23, 1909. Refund of \$124.07 on 2 cars of peaches from Van Buren, Ark., to Freeport, Ill., on account of excessive rate.

7887. *P. A. Kent v. Pennsylvania Railroad Company.* November 16, 1909. Refund of \$12.05 on 1 car of lumber from Emporium, Pa., to Bradford, Pa., on account of misrouting.

7888. *R. L. Ginsburg & Sons Company v. Lake Shore & Michigan Southern Railway Company*. November 12, 1909. Refund of \$56.63 on 2 cars of scrap iron from Hancock, Mich., to Cleveland, Ohio, on account of excessive rate.

7889. *Pacific Timber Company v. Chicago, Burlington & Quincy Railroad Company*. November 29, 1909. Waives collection of undercharge of \$56.80 on 1 car of spruce lath from Astoria, Oreg., to Crawford, Nebr., on account of excessive minimum carload weight.

7890. *Bemis Omaha Bag Company v. Chicago, Burlington & Quincy Railroad Company*. November 17, 1909. Refund of \$51.27 on shipment of wool bags and twine from Omaha, Nebr., to Newcastle, Wyo., on account of excessive rate.

7897. *Cleveland Worsted Mills Company v. Wheeling & Lake Erie Railroad Company*. November 27, 1909. Refund of \$66.77 on 4 shipments of wool from Chicago, Ill., to Newburg, Ohio, on account of excessive rate.

7903. *La Crosse Plow Company v. Lake Shore & Michigan Southern Railway Company*. November 20, 1909. Refund of \$46.69 on shipment of spring wagons from Jonesville, Mich., to La Crosse, Wis., on account of excessive rate.

7933. *Waterous Engine Works v. Chicago Great Western Railway Company*. November 16, 1909. Refund of \$9.75 on shipment of hose cart from St. Paul, Minn., to Markle, Ind., on account of excessive rate.

7956. *Thompson & Ege Carriage Company v. Chicago, Rock Island & Pacific Railway Company*. November 11, 1909. Refund of \$32.45 on shipments of vehicles from Auburn, Ind., to St. Paul, Minn., on account of excessive rate.

7959. *Eagle Milling Company v. Southern Pacific Company*. November 12, 1909. Refund of \$1,151.99 on 2 shipments of barley from Brawley, Cal., to Tucson, Ariz., on account of excessive rate.

7972. *Nona Mills Company (Limited) v. Kansas City Southern Railway Company*. November 20, 1909. Refund of \$41.62 and waives collection of undercharge of \$80.48 on shipment of lumber from Leesville, La., to Gladys, Tex., on account of excessive rate.

7988. *J. B. Clow & Sons v. Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company*. November 12, 1909. Refund of \$6.46 on shipment of cast-iron pipe from Newcomerstown, Ohio, to Danforth, Ill., on account of excessive rate.

8005. *St. Louis Iron & Metal Company v. Yazoo & Mississippi Valley Railroad Company*. November 11, 1909. Refund of \$181.87 on shipment of scrap iron from Bellewood, Miss., to East St. Louis, Ill., on account of excessive rate.

8014. *Standard Hardwood Lumber Company v. Chicago, Indianapolis & Louisville Railway Company*. November 18, 1909. Refund of \$11.15 on 2 shipments of lumber from Mitchell, Ind., to Buffalo, N. Y., on account of excessive rate.

8022. *Weidman, Ward & Company v. Delaware & Hudson Company*. November 11, 1909. Refund of \$19.25 on 1 car of canned vegetables from Winslow Junction, N. J., to Albany, N. Y., on account of excessive rate.

8024. *American Steel & Wire Company v. Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company*. November 12, 1909. Refund of \$44.58 on shipment of wire nails from Richmond, Ind., to Janesville, Wis., on account of excessive rate.

8036. *Mineral Point Zinc Company v. Baltimore & Ohio Railroad Company*. November 24, 1909. Refund of \$45 on 3 cars of spelter from Howe, Ill., to Fair Oaks, Ohio, on account of excessive rate.

8038. *Michigan Condensed Milk Company v. Michigan Central Railroad Company*. November 18, 1909. Refund of \$335.61 on 9 cars of condensed milk from Lansing, Mich., to New Orleans, La., on account of excessive rate.

8041. *Crane Company v. Illinois Central Railroad Company*. November 29, 1909. Refund of \$5 on shipment of iron-pipe fittings from Chicago, Ill., to San Francisco, Cal., on account of nonabsorption of switching charge.

8047. *Naperville Lounge Company v. Chicago, Burlington & Quincy Railroad Company*. November 12, 1909. Refund of \$70.49 on 4 cars of flax tow from St. Paul, Minn., to Naperville, Ill., on account of excessive rate.

8064. *H. W. Hayes v. Chicago, Burlington & Quincy Railroad Company*. November 18, 1909. Refund of \$28.90 on shipment of emigrant movables from Humboldt, Nebr., to Norton, Kans., on account of excessive rate.

8087. *Ohio Match Company v. Chicago, Rock Island & Pacific Railway Company.* November 29, 1909. Refund of \$36.77 on 2 shipments of matches from Wadsworth, Ohio, to Cedar Rapids, Iowa, on account of excessive rate.

8094. *York Chemical Works v. Northern Central Railway Company.* November 10, 1909. Refund of \$165.58 on 5 cars of phosphate rock from Baltimore and Canton, Md., to York, Pa., on account of excessive rate.

8097. *E. R. & D. C. Kolp v. Chicago, Rock Island & Pacific Railway Company.* November 20, 1909. Refund of \$20.75 on shipment of bulk shelled corn from Rush Springs, Okla., to Hico, Tex., on account of excessive minimum carload weight.

8100. *John Gund Brewing Company v. Chicago, Burlington & Quincy Railroad Company.* November 18, 1909. Refund of \$60.94 on 4 cars of beer from La Crosse, Wis., to Red Lodge, Mont., on account of excessive rate.

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8142. *Great Northern Fuel Company v. Chicago, Burlington & Quincy Railroad Company.* November 26, 1909. Refund of \$31.20 on 1 car of slack coal from Milan, Mo., to Omaha, Nebr., on account of excessive rate.

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INDEX.

	Page.
ACCIDENTS, RAILWAY, STATISTICS OF-----	48, 66
ACCOUNTING, SYSTEM OF-----	57
ADMINISTRATIVE RULINGS, ADVANTAGE OF-----	4
ADVANCES, PREVENTION PENDING INVESTIGATION-----	6
ALLOWANCES	
elevators, evils of-----	19
elevators, court review of Commission's order-----	38
lighterage, evils of-----	18
AMENDMENTS TO THE ACT, RECOMMENDATIONS-----	5
APPENDIX A, appropriations, expenditures, and employees of Commission-----	69
B, points decided, index, and table of cases-----	97
C, digest of court decisions-----	181
D, safety appliances-----	191
E, block-signal report-----	201
F, special reparation claims allowed-----	219
APPROPRIATIONS AND EXPENDITURES OF COMMISSION-----	69
BIG-VEIN COAL CASE-----	29
BURNHAM-HANNA-MUNGER CASE-----	33
BLOCK SIGNAL AND TRAIN CONTROL BOARD, REPORT-----	50, 201
CAPITALIZATION	
control of, amendment recommended-----	8
statistics-----	62
CARDIFF COAL CASE-----	39
CAR SIZE, GENERAL REGULATIONS, AMENDMENT RECOMMENDED-----	10
CASES DECIDED	
number of-----	4
table of-----	171
CASES CITED	
A. C. L. R. R. v. U. S. (168 Fed. Rep., 175)-----	45, 46
A., T. & S. F. Ry. Co. v. U. S. (170 Fed. Rep., 250)-----	26
B. & O. R. R. Co. v. I. C. C.-----	52
Belt Ry. Co. of Chicago v. U. S. (168 Fed. Rep., 542)-----	47
Big-Vein Coal case-----	29
Brinkmeier v. M. P. Ry. Co.-----	45
Burnham-Hanna-Munger case-----	33
Cardiff Coal case-----	39
C. & A. Ry. Co. v. U. S. (212 U. S., 563)-----	25
C. & N. W. Ry. Co. v. U. S. (168 Fed. Rep., 236)-----	47
C., B. & Q. R. R. Co. v. I. C. C.-----	39
C., B. & Q. Ry. Co. v. U. S. (170 Fed. Rep., 556)-----	45, 46
C., M. & St. P. Ry. Co. v. I. C. C.-----	39
C., R. I. & P. Ry. Co. v. I. C. C.-----	33
Cosmopolitan Shipping Co. v. Hamburg-American Packet Co. (13 I. C. C., 266)-----	17, 28
Diffenbaugh et al. v. I. C. C.-----	38
Elgin, J. & E. Ry. Co. v. U. S. (168 Fed. Rep., 1)-----	46
Flint & Walling case-----	39
Georges Creek Coal case-----	29
Hecker-Jones-Jewell case-----	30
Hepner v. U. S. (213 U. S., 103)-----	46
In re through routes via Portland, Oreg. (16 I. C. C., 300)-----	7

CASES CITED—Continued.

	Page.
I. C. C. v. Receivers of C. G. W. Ry. Co.-----	31
Interstate Remedy Co. v. American Express Co. (16 I. C. C., 436)-----	12
N. Y. C. & H. R. R. R. Co. v. I. C. C.-----	30
N. Y. C. & H. R. R. R. Co. v. U. S. (166 Fed. Rep., 267)-----	25
N. Y. C. & H. R. R. R. Co. v. U. S. (212 U. S., 481)-----	24
N. Y. C. & H. R. R. R. Co. v. U. S. (212 U. S., 500)-----	25
N. P. Ry. Co. v. I. C. C.-----	36
Pacific Coast Ry. Co. v. U. S.-----	46
Philadelphia & R. Ry. Co. v. I. C. C.-----	29
Portland Gateway case-----	36
Russe & Burgess et al. v. I. C. C.-----	40
St. L., I. M. & S. Ry. Co. v. Taylor (210 U. S., 281)-----	42, 45
Terminal Charge case-----	31
T. & P. Ry. Co. v. Cisco Oil Mill (204 U. S., 449)-----	13
Thompson Lumber Co. et al. v. I. C. C.-----	39
Union Stock Yards v. U. S. (169 Fed. Rep., 404)-----	47
U. S. v. A. C. L. R. R. Co.-----	45
U. S. v. A., T. & S. F. Ry. Co.-----	52
U. S. v. B. & O. R. R. Co. (170 Fed. Rep., 456)-----	45
U. S. v. B. & M. R. R. Co.-----	41
U. S. v. Bunch (165 Fed. Rep., 736)-----	27
U. S. v. Erie R. R. Co. (166 Fed. Rep., 352)-----	45
U. S. v. Colo. & N. W. R. R. Co. (157 Fed. Rep., 321)-----	46
U. S. v. Ill. Cent. R. R. Co. (170 Fed. Rep., 542)-----	45, 46
U. S. v. Illinois Terminal Ry. Co. (168 Fed. Rep., 546)-----	10, 26
U. S. v. N. Y. C. & H. R. R. R. Co. (212 U. S., 509)-----	25
U. S. v. Pacific Mail S. S. Co.-----	27
U. S. v. Southern Pacific Co.-----	28
U. S. v. Southern Pacific Co. (169 Fed. Rep., 407)-----	45, 47
U. S. v. Southern Ry. Co. (170 Fed., 1014)-----	45
U. S. v. Standard Oil Co. (170 Fed. Rep., 988)-----	26
U. S. v. Stearns Salt & Lumber Co. (165 Fed. Rep., 735)-----	27
Wabash R. R. v. U. S.-----	45
Wabash R. R. Co. v. U. S. (168 Fed. Rep., 1)-----	46
Wis. Cent. Ry. Co. et al. v. U. S. (169 Fed. Rep., 76)-----	25
CHANGES IN RATES ON SHORT NOTICE-----	12
COMMISSIONS, REFUNDS AS, CONSTITUTING REBATES-----	17
COMMISSION'S WORK DURING THE YEAR-----	3
COMMODITIES CLAUSE, EVILS OF SINGLE OWNERSHIP-----	18
CONTROL OF CAPITALIZATION, AMENDMENT RECOMMENDED-----	8
COURT CASES-----	
digest of, Appendix C-----	181
digest of criminal cases-----	24
indictments returned-----	19
prosecutions, concluded-----	21
prosecutions, number instituted-----	15
suits to annul Commission's orders-----	28
CRIMINAL CASES, DIGEST OF-----	24
DAMAGES, NOT COMPLETE REMEDY FOR EXTORTION-----	6
DEMURRAGE, UNIFORM RULES-----	13
DIGEST-----	
court decisions, Appendix C-----	181
criminal cases-----	24
DIVISION OF ACCOUNTS, WORK OF-----	57
DIVISION OF PROSECUTIONS, WORK OF-----	15
DIVISION OF STATISTICS AND ACCOUNTS-----	53
EARNINGS OF RAILWAYS-----	3
ELEVATOR ALLOWANCES-----	
court review of orders of Commission on-----	38
evils of-----	19
EMPLOYEES-----	
of carriers, number of-----	62
of Commission, names, number and salaries-----	69
EQUIPMENT OF RAILWAYS, AMOUNT AND CONDITION OF-----	61

	Page.
EXPENDITURES AND APPROPRIATIONS OF COMMISSION-----	69
EXPENSES OF RAILWAYS-----	64
EXPLOSIVES, INDICTMENT FOR TRANSPORTING ON MIXED TRAIN-----	16
EXPRESS COMPANIES, REPORTS FROM-----	56
FINES, AMOUNT COLLECTED-----	15
FLINT & WALLING CASE-----	39
FOREIGN COMMERCE	
to nonadjacent countries-----	17
passing through United States to Canada, rebates on-----	17
FORMAL CASES, NUMBER FILED AND DECIDED-----	4
FREIGHT, AMOUNT CARRIED DURING YEAR-----	63
GEORGES CREEK COAL CASE-----	29
HEARINGS, NUMBER OF-----	5
HECKER-JONES-JEWELL CASE-----	30
HOURS OF SERVICE LAW-----	51
INDEX OF POINTS DECIDED, APPENDIX B-----	167
INDICTMENTS RETURNED SINCE DECEMBER 1, 1908-----	19
INDUSTRIAL LINES, INVESTIGATIONS OF-----	55
INFORMAL CASES, NUMBER FILED AND DECIDED-----	5
INFORMAL REPARATION CLAIMS ALLOWED, APPENDIX F-----	219
INTRASTATE LINE, CARRYING INTERSTATE SHIPMENT WITHOUT TARIFF, PROSECUTION-----	16
INTRASTATE SHIPMENTS, REBATES ON TO INTERSTATE SHIPPERS-----	15
INVESTIGATIONS	
number of-----	5
orders under, amendment recommended-----	8
LEASE OF CARRIERS' PROPERTY AT NOMINAL RENTALS AS CONSTITUTING REBATES-----	18
LEGAL RATE, MISQUOTATIONS DO NOT AFFECT-----	12
LIGHTERAGE ALLOWANCES, EVILS OF-----	18
MILEAGE OF RAILWAYS, INCREASING-----	60
MISBILLING, INDICTMENTS FOR-----	16
MISQUOTATION OF RATES-----	12
MIXED TRAINS, TRANSPORTATION OF EXPLOSIVES ON-----	16
MONTHLY REPORTS FROM CARRIERS, RESULTS-----	53
NATIONAL ASSOCIATION OF RAILWAY COMMISSIONERS, CONVENTION OF-----	67
NOMINAL RENTALS OF CARRIERS' PROPERTY CONSTITUTING REBATES-----	18
ORDERS AFTER INVESTIGATIONS, AMENDMENT RECOMMENDED-----	8
PASSENGERS, NUMBER CARRIED ON RAILWAYS-----	63
PASSES, INDICTMENTS FOR WRONGFUL USE OF-----	18
PENALTIES	
amount collected-----	15
policy not to make them severe-----	19
recovered for violations of safety-appliance law-----	44
PHYSICAL VALUATION OF RAILWAYS, AMENDMENT RECOMMENDED-----	6
POINTS DECIDED-----	97
PORTLAND GATEWAY CASE-----	36
POSTING TARIFFS, FAILURE OF, BUT FILING WITH COMMISSION-----	13
POWER OF COMMISSION TO ORDER THROUGH ROUTES, AMENDMENT RECOMMENDED-----	7
PROSECUTIONS	
concluded since December 1, 1908-----	21
number instituted-----	15
PROPOSED ADVANCES, AMENDMENT RECOMMENDED TO RESTRAIN-----	6
PUBLIC SERVICE OF RAILWAYS-----	63
RAILWAY EARNINGS-----	3
REASONABLE RATE, NO ABSOLUTE STANDARD-----	7
REBATES	
commissions on import and export business-----	17
on intrastate shipments to interstate shippers-----	15
on shipments through United States from and to foreign countries-----	17
RECOMMENDATIONS OF AMENDMENTS-----	5
REGULATIONS RELATING TO MOVEMENT OF TRAFFIC, AMENDMENT RECOMMENDED-----	9
REPARATION, INFORMAL, CLAIMS ALLOWED-----	219
REPORTS OF CARRIERS, RESULTS SATISFACTORY-----	53

	Page.
REVENUES AND EXPENSES OF CARRIERS-----	64
ROUTING, RIGHT OF SHIPPER, AMENDMENT RECOMMENDED-----	7
SAFETY APPLIANCES-----	40, 191
SHORT-NOTICE CHANGES IN RATES, NUMBER OF-----	12
SPECIAL EXAMINERS, ECONOMY EFFECTED IN USE OF-----	5
SPECIAL REPARATION CLAIMS, NUMBER OF-----	58
STATE COMMISSION, HARMONY WITH IN FORMS OF REPORTS FROM CARRIERS--	57
STATE LINE CARRYING INTERSTATE SHIPMENT WITHOUT TARIFF-----	16
STATISTICS AND ACCOUNTS-----	53
STATISTICS OF ACCIDENTS-----	66
SUITS BY CARRIERS TO ANNUL ORDERS OF COMMISSION-----	28
TABLE OF CASES REPORTED, APPENDIX B-----	171
"TAP-LINE" INVESTIGATIONS-----	55
TARIFFS	
effect of Commission's rules-----	11
minor modifications and regulations-----	10
not posted, filed with Commission-----	13
number filed and changes in-----	11
TELEPHONES USED INSTEAD OF TELEGRAPHS-----	49
TERMINAL CHARGE CASE-----	31
THROUGH ROUTE, AMENDMENT RECOMMENDED-----	7
TONNAGE CARRIED DURING THE YEAR-----	63
UNIFORM DEMURRAGE RULES-----	13
VALUATION OF RAILWAYS, AMENDMENT RECOMMENDED-----	6
VIOLATIONS OF ACT, NUMBER DECREASING-----	18
WATER CARRIERS, DIFFICULTY OF OBTAINING STATISTICS ON-----	53, 56
WORK OF COMMISSION-----	3

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